June 27, 2023

CONSENT

28. Revised Title to read:

County Executive Office - Approve contract MA-017-23011161 with Griffin Structures, Inc. for Civic Center Facilities Strategic Plan, five-year three-year term ($505,000); and authorize County Procurement Officer or Deputized designee to execute contract - District 2

DISCUSSION

73. Revised Title to read:

County Executive Office - Approve grant applications/awards submitted by OC Community Resources, County Executive Office, Sheriff-Coroner, Health Care Agency and District Attorney, in 6/27/23 grant report and other actions as recommended; adopt resolution approving standard agreements MI-2324-22 with California Department of Aging for Older Americans Act programs, 9/1/23- 8/31/24 ($202,853); and authorizing OCCR Director or designee to execute agreement and related documents; adopt resolution authorizing Director of Orange County Crime Laboratory to accept and execute grant agreement, subsequent amendments and related documents with Department of California Highway Patrol for funds from Cannabis Tax Fund Grant Program ($512,050) - All Districts

76. Revised Title to read:

County Executive Office - Adopt the FY 2023-24 Final Budget Resolution; establish District Attorney Special Appropriations and Vehicle Theft Task Force Special Funds; establish Sheriff Special Appropriations fund for Regional Narcotics Suppression Program; approve various Internal Services Fund billing rates; approve FY 2023-24 employee and employer retirement contribution rates; direct Human Resources Services to amend the Master Position Control; adopt resolutions authorizing temporary transfer of funds; approve FY 2023-24 County Events Calendar; adopt resolution approving Sponsorship Marketing Plan; approve FY 2023-24 Charitable Organization Activities Plan and make related findings per Government Code Section 26227; adopt resolution designating United Way of Orange County to conduct FY 2023-24 Charitable Campaign and making related findings; approve FY 2023-24 Performance Audit Plan; direct Auditor-Controller to make related payments, reimbursements and budget adjustments; approve use of $3 million per each Board of Supervisors office for District Discretionary Projects benefiting County residents; make related findings per Government Code Section 26227; and direct County Executive Officer or designee to negotiate and enter into agreements as necessary; and direct Auditor-Controller to make related payments; approve and adopt side letter agreements with Orange County Managers Association, Teamsters Local 952 and International Union of Operating Engineers to eliminate Retiree Medical Grant for new County employees, freeze Retiree Medical Grant for existing employees, and transition new and existing employees to County Health Reimbursement Arrangement Plan; and authorize Chief Human Resources Officer or designee to administer plans; authorize County Procurement Officer or Deputized designee to purchase Cash Alternatives, travel and food for non-employee County department clients receiving services, procure Court-ordered goods and services and develop and implement interim procedures for purchase of Cash Alternatives to be used by County departments and incorporate ongoing authority for purchases and services to 2024 Contract Policy Manual - All Districts
THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 28, 73 and 76

**Supplemental Item(s)**

S77A. **District Attorney** - Approve contract MA-026-23011368 with Gartner, Inc. for consulting services for current Case Management System, 7/1/23 - 6/30/24 ($490,000); and authorize County Procurement Officer or Deputized designee to execute contract - All Districts

S77B. **County Executive Office** - Approve amendment 1 to lease with 1001 S. Grand Avenue, LLC for office space for Probation Department at 1001 S. Grand Avenue, Santa Ana, term ending 6/30/24; authorize Chief Real Estate Officer or designee to execute subsequent amendments under certain conditions; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15301 - District 2

S77C. Deleted

**Supervisor Foley** - Animal Care Community Outreach Committee - Appoint Eileen Padberg, Rancho Mission Viejo, to complete term ending 4/29/27

S77D. **Supervisor Foley** - Acting as the Orange County Housing Authority - Housing and Community Development Commission - Reappoint Stephanie Oddo, Laguna Niguel, for term ending 6/30/25

S77E. **Supervisor Foley** - Public Financing Advisory Committee - Appoint Justin Fong, Costa Mesa, to complete term ending 8/11/24

S77F. **Supervisor Foley** - Coto de Caza Planning Advisory Committee - Reappoint Lucy Dunn, Coto de Caza, for term concurrent with 5th Supervisor’s term of office

S77G **Supervisor Foley** - Orange County Planning Commission - Reappoint David Bartlett, Ladera Ranch, for term concurrent with 5th Supervisor’s term of office

S77H. **Social Services Agency** - Approve contract MA-063-23011545 with Managed Career Solutions, SPC, for California Work Opportunity and Responsibility to Kids Welfare-to-Work assessment services, 7/1/23 - 6/30/24 ($599,000); and authorize County Procurement Officer or Deputized designee to exercise cost contingency increase not to exceed 10% under certain conditions and execute contract - All Districts

S77I. **Supervisor Foley** - Approve addition of two policy statements to 2023-24 County of Orange Legislative Platform under Infrastructure and Environmental Resources section
Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified. No new supplemental items will be added to the agenda following close of business on Friday immediately prior to a Board meeting.

S77J. **County Executive Office** - Approve and adopt 2023-2026 Memoranda of Understanding (MOU) with Orange County Employees Association for Community Services, County General, Healthcare Professional, Office Services, Sheriff’s Special Officer and Supervisory Management Units, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOUs - All Districts

S77K. Revised Title to read: **OC Waste & Recycling** - Approve amendment 3 to Landfill Gas Rights & Production Facilities Agreement and Settlement Agreement with Bowerman Power LFG, LLC; and authorize Director to execute amendment - District 3

S77L. **Supervisor Chaffee** - Approve addition of new policy statement to 2023-24 County of Orange Legislative Platform under Infrastructure and Environmental Resources section

S77M. **Vice Chairman Do** - Campaign Finance and Ethics Commission - Appoint Dr. Reza Karkia, Anaheim, for term ending 6/26/26

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Anthony Miller v. County of Orange, WCAB Case: ADJ13600793; ADJ15654222

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Theodore Parks v. County of Orange, WCAB Case: ADJ15635505
Revision to ASR and/or Attachments

Date: June 19, 2023
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Frank Kim, County Executive Officer
Re: ASR Control #: 23-000560, Meeting Date 06/27/23, Item No. # 28
Subject: Approve Contract with Griffin Structures for Civic Center Facilities Plan Update

Explanation:

Recommended Action #1 is revised to change the term of the contract from a five-year term to a three-year term.

☑ Revised Recommended Action(s)

1. Approve Contract with Griffin Structures Inc. to update the Civic Center Facilities Strategic Plan, for a three-year term not to exceed three years, in an amount not to exceed $505,000.

☐ Make modifications to the:
   ☐ Subject  ☐ Background Information ☐ Summary ☐ Financial Impact

☑ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A is revised to change the term of the contract from a five-year term to a three-year term.
This Contract MA-017-23011161 for Civic Center Facilities Strategic Plan, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, CEO hereinafter referred to as “County” and Griffin Structures, Inc., hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan

RECITALS

WHEREAS, County solicited, via a Request for Proposal (“RFP”), for Civic Center Facilities Strategic Plan as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Civic Center Facilities Strategic Plan to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor’s expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) invoices are to be submitted in advance, once a year for the fixed cost by line of coverage (property, casualty or miscellaneous, as applicable) to the user agency/department to the ship-to address, unless otherwise directed in this Contract.

G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)’s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County’s Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor’s services in accordance with the indemnity provision stated in this contract.
If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the *Best's Key Rating Guide/Property-Casualty/United States or ambest.com*).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned</td>
<td>$1,000,000 combined single limit each accident</td>
</tr>
<tr>
<td>or scheduled, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims-made or per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.

2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor’s insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.
All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

If Contractor’s Professional Liability is a “Claims-Made” policy, Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a “separation of insureds” clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without County’s specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor’s business, prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.
In addition, Contractor has the duty to notify County in writing of any change in Contractor’s status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor’s performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any
extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection. County reserves the right to audit and verify Contractor’s records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract. Should Contractor cease to exist as a legal entity, Contractor’s records pertaining to this Contract shall be forwarded to County’s project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Civic Center Facilities Strategic Plan from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and approval by the Orange County Board of Supervisors, and continue for three (3) years, unless otherwise terminated by County.

3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   a. Terminate Contract immediately, pursuant to Section K herein;
   b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
   d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

   Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor
in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under Contract.

8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

9. **Contractor’s Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter any arrangement with any third party which might abridge any rights of the County under this Contract.

10. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

11. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the County may terminate this Contract.
15. **Contractor’s Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County’s request.

16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

17. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

18. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:**
   a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and County’s Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
      i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
      ii. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

   b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

   c. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as
affecting County’s right to terminate Contract for cause or termination for convenience as stated in section K herein.

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction without payment of additional compensation.

22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by the County’s assigned buyer. If disagreement exists between the Contractor and the County’s assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County’s Purchasing Agent or his designee.

24. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought by either Party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment, except where either Party, within two (2) years after a cause of action has arisen, provides the other Party in writing a notice of a potential cause of action, disclosing all material facts then known by the notifying Party concerning such cause of action, then the notifying Party may bring an action based on the matter so disclosed at any time prior to the expiration of four (4) years from the time the cause of action arose.

25. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or
attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

26. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County’s Project Manager.

27. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or Contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

28. **Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:** Company Name: Griffin Structures, Inc.
1 Technology Drive, Building I, Suite 829
Irvine, CA 92618
Attn: Dustin Alamo
Telephone: (949) 497-9000 Ext. 203
Email: DAlamo@griffinstructures.com

**County:** County Executive Office/Real Estate
601 N. Ross Street
Santa Ana, CA 92701
Attn: Zoila Verdaguer
Telephone: (714) 834-3766
Email: Zoila Verdaguer@ocgov.com

**Assigned DPA:** County of Orange
County Executive Office/County Procurement Office
Attn: Jessica Cortez
400 W Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Telephone: (714) 834-6829
Email: Jessica Cortez@ocgov.com
30. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

31. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

33. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this Contract. If requested, the Contractor’s project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

34. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

35. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

36. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

37. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

Griffin Structures, Inc., a state of California Corporation

Date: 6/2/2023  
By: Dustin Alamo  
Vice President
Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: 6/2/2023  
By: Mark Hoglund  
COO/CFO
Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: __________________________  
By: __________________________

Print Name: __________________________

Title: __________________________

APPROVED AS TO FORM:
County Counsel

By __________________________

Date: 6/5/2023
ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF SERVICES:
The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County’s core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

The County of Orange is seeking to partner with a qualified Contractor who can provide the necessary services to the County of Orange ("County") to update the County of Orange Civic Center Facilities Strategic Plan ("Civic Center FSP") within Sanat Ana.

II. CONTRACTOR TASK REQUIREMENTS:
A. The County is seeking to work with a Contractor who has the experience, knowledge, and other qualifications to undertake and complete the following tasks:

1. Contractor to revisit the Center Facilities Strategic Plan ("Civic Center FSP") and define/redline/amend future phases based on changes since the original Civic Center FSP.
2. Contractor to review the existing Environmental Impact Report ("EIR") to confirm constraints and opportunities for future development.
3. Contractor to review overall infrastructure capabilities for future development in the Civic Center.
4. Studies to include reconfirmation of the previously embraced “neighborhood” concept for the Civic Center.
5. Contractor to identify next phases that may include the following potential properties but not limited to: (See Exhibit 8):
   a. 445 Civic Center Drive – Civic Center Garage (Parcel 1)
   b. 433 Civic Center Drive – Former OC Clerk Recorder Office Building and parking lot (Parcel 2) with additional parking lot area (Parcel 3)
   c. 401 Civic Center Drive – Former OC District Attorney’s Office Building with parking structure (Parcel 4) and two nearby parking lots (Parcels 5-9) that is currently occupied by OC Health Care Agency ("HCA")
   d. P4 parking lot (surface parking lot adjacent to CAN) (Parcel 10) and future surface parking lot adjacent to CAS (Parcel 11)
   e. 405 W. 5th Street (Parcel 12) & 301 W. 5th Street (Parcel 13) – HCA Office Building with former Orange County Transportation Authority Bus Terminal and Transit Tower Parking Structure
   f. 909 N. Main Street (Parcel 14) – OC Probation/Court/District Attorney/Sheriff Office Building and parking lot
   g. 1015-1055 N. Main Street – OC Child Support Services Office Building and parking structure (Parcel 15)

1 HCA relocated from 1200 N. Main Street to 401 Civic Center Dr. in June 2021, but on a temporary basis. HCA plans to relocate this entire occupancy to 200 Santa Ana Blvd. during the first quarter of 2024 to backfill leased space in which former HCA occupants have since relocated to the CAN building.
h. 1770 N. Broadway - Orange County Auditor Controller Office Building and subterranean parking (Parcel 16)

i. Other properties and structures within the vicinity of the Civic Center as may be identified by the County.

6. Contractor to perform needs assessment for other County agencies that could move to Civic Center. The County to identify which agencies to study (assume five (5) agencies).

7. Contractor to obtain appraisals of 401 W. Civic Center assemblage (Parcel 4-9) which could include the Civic Center Garage (Parcel 1) and 433 Civic Center (Parcel 2-3) for County to understand residual land value to support other County needs or uses within the Civic Center.

8. Contractor to provide recommendations related to scope and size of next phase(s) of the Civic Center FSP, including amendments or revisions to current Phases 3 and 4, which may include an RFP for a P3 for subsequent phases.

9. Contractor to study affordable housing opportunities within the Civic Center, which could be included in a P3 RFP of appropriate County property.

10. Based on the above information, Contractor to assist in the update of the EIR (County to take the lead on this scope) as necessary.

11. Update Workplace Design Guidelines (from 2006 prepared by Gensler, as updated by Griffin/LPA On February 24, 2016) to reflect impacts of COVID and our current understanding of best practices for workplace standards.
ATTACHMENT B
PAYMENT AND COMPENSATION

I. COMPENSATION: This is a fixed fee Contract between County and Contractor for Civic Center Facilities Strategic Plan as set forth in Attachment A, “Scope of Work”.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraphs C and P of the County Contract Terms and Conditions.

II. PRICING: Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Fees: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>LUMP SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultant to revisit the Center Facilities Strategic Plan (“Civic Center FSP”) and define/redline/amend future phases based on changes since the original Civic Center FSP.</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Consultant to review the existing Environmental Impact Report (EIR) to confirm constraints and opportunities for future development.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Consultant to review overall infrastructure capabilities for future development in the Civic Center.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Studies to include reconfirmation of the previously embraced “neighborhood” concept for the Civic Center.</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>5.</td>
<td>Consultant to identify next phases that may include the following potential properties but not limited to: HCA Courtyard (at the OCTA Transit Building), 401 W. Civic Center, 433 W. Civic Center, Civic Center Garage, and other properties and structures within the Civic Center as identified by the County. (See Exhibit 8)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Consultant to perform needs assessment for other County agencies that could move to Civic Center. The County to identify which agencies to study. (Assume five (5) agencies.)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Consultant to obtain appraisals of 401 W. Civic Center assemblage (Parcel 4-9) which could include the Civic Center Garage (Parcel 1) and 433 Civic Center (Parcel 2-3) for County to understand residual land value to support other County needs or uses within the Civic Center.</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>8.</td>
<td>Consultant to provide recommendations related to scope and size of next phase(s) of the Civic Center FSP, including amendments or revisions to current Phases 3 and 4, which may include an RFP for a P3 for subsequent phases.</td>
<td>$35,000.00</td>
</tr>
</tbody>
</table>
9. Consultant to study affordable housing opportunities within the Civic Center, which could be included in a P3 RFP of appropriate County property. $50,000.00

10. Based on the above information, Consultant to assist in the update of the EIR (County to take the lead on this scope) as necessary. $30,000.00

11. Update Workplace Design Guidelines (from 2006 prepared by Gensler, as updated by Griffin/LPA On February 24, 2016) to reflect impacts of COVID and our current understanding of best practices for workplace standards. $40,000.00

Deliverables to include findings, reports, financial analysis, Masterplan diagrams, and a Descriptive model (3D model, CADD generated, virtual reality, etc.).

**TOTAL** $485,000.00

**B. Reimbursables Not to Exceed:** ............................................................ $ 20,000.00

**C. Total Contract Amount:** ............................................................... $505,000.00

**III. PRICE INCREASES/DECREASES:** No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.

**IV. FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

**V. CONTRACTOR EXPENSE:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

**VI. REIMBURSABLE ITEMS:** Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:

1) The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.

2) Printing expenses paid to outside Contractors; to the extent such Contractors and reproduction rates have been approved by the County Project Manager.

3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by Contractor in performance of this Contract.

4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:

   a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the Contractor “Home Based” office location and County location, as well as mileage within County property will not be reimbursed.

5) Cost of “Home Based” Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

7) All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor letterhead. Each invoice will have a unique number and will include the following information:

A. A-E’s name and address
B. A-E’s remittance address, if different from (A), above
C. Name of County agency/department
D. Delivery/service address
E. Contract number MA-017-23011161
F. Service Date
G. Description of Services
H. Total
I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Attn: Zoila Verdaguer  
CEO/Office of Real Estate  
400 W. Civic Center, 5th Floor  
Santa Ana, CA 92701  
CPOInvoices@ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.
I. **KEY PERSONNEL**

Contractor must identify all key staff members proposed to be assigned to the Contract if awarded to Contractor. Contractor shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
<th>Year of Experience</th>
<th>Years with Company</th>
<th>Professional Licenses or Credentials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Torriero</td>
<td>Principal-In-Charge</td>
<td>49</td>
<td>42</td>
<td>Contractor's License A &amp; B</td>
</tr>
<tr>
<td>Dustin Alamo</td>
<td>Project Manager</td>
<td>19</td>
<td>14</td>
<td>CCM, LEED AP, DRE Broker</td>
</tr>
<tr>
<td>Deryl Robinson</td>
<td>PX / Project Resource</td>
<td>43</td>
<td>15</td>
<td>LEED AP</td>
</tr>
<tr>
<td>Bob Hall</td>
<td>Sr. Strategic Analyst</td>
<td>44</td>
<td>25</td>
<td>LEED AP</td>
</tr>
<tr>
<td>Ariana Ramzian</td>
<td>Program Analyst</td>
<td>5</td>
<td>&lt;2</td>
<td>M.A., Interior Architecture</td>
</tr>
<tr>
<td>Krista Beatie</td>
<td>Program Analyst</td>
<td>6</td>
<td>&lt;2</td>
<td>M.A., Interior Architecture</td>
</tr>
</tbody>
</table>

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. **SUBCONTRACTORS**

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>Contact Name and Telephone Number</th>
<th>Project Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPA Design Studios; 5301 California Ave,</td>
<td>James Wirick; (949) 701-4144</td>
<td>Architecture + Design</td>
</tr>
<tr>
<td>Suite 100, Irvine, CA 92617</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HL Construction Management; 678 N. Lemon</td>
<td>Jay Helek; (949) 280-8205</td>
<td>Cost Estimating</td>
</tr>
<tr>
<td>Hill Trail, Orange, CA 92869</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTA; 100 Bayview Circle, Suite 100,</td>
<td>David Taussig; (949) 955-1500</td>
<td>Affordable Housing Feasibility Support</td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BTI; 425 E. Colorado St., Suite 640,</td>
<td>Ben Tunnell; (213) 532-3807</td>
<td>Appraisal Support</td>
</tr>
<tr>
<td>Glendale, CA 91205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Circlepoint; 2100 W Orangewood Ave, Suite</td>
<td>Susan Harden; (949) 422-0466</td>
<td>Community Outreach Support</td>
</tr>
<tr>
<td>165, Orange, CA 92868</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This Contract MA-017-23011161 for Civic Center Facilities Strategic Plan, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of County Executive Office, CEO hereinafter referred to as “County” and Griffin Structures, Inc., hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Staffing Plan

RECITALS

WHEREAS, County solicited, via a Request for Proposal (“RFP”), for Civic Center Facilities Strategic Plan as set forth herein; and

WHEREAS, Contractor responded and represented that it is qualified to provide Civic Center Facilities Strategic Plan to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.
C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor’s expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) invoices are to be submitted in advance, once a year for the fixed cost by line of coverage (property, casualty or miscellaneous, as applicable) to the user agency/department to the ship-to address, unless otherwise directed in this Contract.

G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor’s part to indemnify, defend and hold County and its indemnities as identified in paragraph “Z” below, and as more fully described in paragraph “Z,” harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph “Z” below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney’s fees.

I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)’s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County’s Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor’s services in accordance with the indemnity provision stated in this contract.
If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A-(Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the [Best's Key Rating Guide/Property-Casualty/United States or ambest.com](http://ambest.com)).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence $2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned or</td>
<td>$1,000,000 combined single limit each accident</td>
</tr>
<tr>
<td>scheduled, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$1,000,000 per claims-made or per occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 aggregate</td>
</tr>
</tbody>
</table>

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insureds, or provide blanket coverage, which will state As Required By Written Contract.

2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor’s insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents, or provide blanket coverage, which will state As Required By Written Contract.
All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

If Contractor’s Professional Liability is a “Claims-Made” policy, Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a “separation of insureds” clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County’s specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor’s business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.
In addition, Contractor has the duty to notify County in writing of any change in Contractor’s status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor’s performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to County’s express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney’s fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any
extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection. County reserves the right to audit and verify Contractor’s records before final payment is made. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract. Should Contractor cease to exist as a legal entity, Contractor’s records pertaining to this Contract shall be forwarded to County’s project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Civic Center Facilities Strategic Plan from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”.

2. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures, and approval by the Orange County Board of Supervisors, and continue for five (5) three (3) years, unless otherwise terminated by County.

3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   a. Terminate Contract immediately, pursuant to Section K herein;
   b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
   d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

   Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project Manager from providing services to County under this Contract. County’s Project manager shall notify Contractor
in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. County’s Project Manager shall review and approve the appointment of the replacement for Contractor’s Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under Contract.

8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

9. **Contractor’s Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter any arrangement with any third party which might abridge any rights of the County under this Contract.

10. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

11. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

   All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

   For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor’s insolvency, the County may terminate this Contract.
15. **Contractor’s Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County’s request.

16. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

17. **Debarment:** Contractor warrants that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

18. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

19. **Disputes – Contract:**
   a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor’s Project Manager and County’s Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
      i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
      ii. Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
   b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.
   c. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor’s demand, it shall be deemed a final decision adverse to Contractor’s contentions. Nothing in this section shall be construed as
affecting County’s right to terminate Contract for cause or termination for convenience as
stated in section K herein.

20. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County
is declared a disaster area by the County, state or federal government, this Contract may be
subjected to unusual usage. The Contractor shall service the County during such an emergency or
declared disaster under the same terms and conditions that apply during non-emergency/disaster
conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs
regardless of the circumstances. If the Contractor is unable to supply the goods/services under the
terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the
invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a
result of supplying goods/services during an emergency or a declared disaster shall not be
permitted. In the event of an emergency or declared disaster, emergency purchase order numbers
will be assigned. All applicable invoices from the Contractor shall show both the emergency
purchase order number and the Contract number.

21. **Errors and Omissions:** All reports, files and other documents prepared and submitted by
Contractor shall be complete and shall be carefully checked by the professional(s) identified by
Contractor as Contractor Project Manager and key personnel attached hereto, prior to submission
to the County. Contractor agrees that County review is discretionary, and Contractor shall not
assume that the County will discover errors and/or omissions. If the County discovers any errors
or omissions prior to approving Contractor’s reports, files and other written documents, the reports,
files or documents will be returned to Contractor for correction. Should the County or others
discover errors or omissions in the reports, files or other written documents submitted by Contractor
after County approval thereof, County approval of Contractor’s reports, files or documents shall
not be used as a defense by Contractor in any action between the County and Contractor, and the
reports, files or documents will be returned to Contractor for correction without payment of
additional compensation.

22. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or
otherwise, were offered or given by the Contractor or any agent or representative of the Contractor
to any officer or employee of the County with a view toward securing the Contract or securing
favorable treatment with respect to any determinations concerning the performance of the Contract.
For breach or violation of this warranty, the County shall have the right to terminate the Contract,
either in whole or in part, and any loss or damage sustained by the County in procuring on the open
market any services which the Contractor agreed to supply shall be borne and paid for by the
Contractor. The rights and remedies of the County provided in the clause shall not be exclusive
and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any
part of this Contract, interpretation and clarification as necessary shall be determined by the
County’s assigned buyer. If disagreement exists between the Contractor and the County’s assigned
buyer in interpreting the provision(s), final interpretation and clarification shall be determined by
the County’s Purchasing Agent or his designee.

24. **Limitations of Actions:** No action, regardless of form, arising out of this Contract may be brought
by either Party more than two (2) years after the cause of the action has arisen, or, in the case of
nonpayment, more than two (2) years from the date of the last payment, except where either Party,
within two (2) years after a cause of action has arisen, provides the other Party in writing a notice
of a potential cause of action, disclosing all material facts then known by the notifying Party
concerning such cause of action, then the notifying Party may bring an action based on the matter
so disclosed at any time prior to the expiration of four (4) years from the time the cause of action
arose.

25. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have
been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or
attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

26. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County’s Project Manager.

27. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or Contractors of either Party, or upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

28. **Notice of Claims:** Contractor must give County immediate notice in writing of any legal action or suit filed related in any way to this Contract or which may affect the performance of work under this Contract, and prompt notice of any claim made against Contractor by any subcontractor, which may result in litigation related in any way to this Contract, or which may affect the performance of work under this Contract.

29. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:** Company Name: Griffin Structures, Inc.
1 Technology Drive, Building I, Suite 829
Irvine, CA 92618
Attn: Dustin Alamo
Telephone: (949) 497-9000 Ext. 203
Email: DAlamo@griffinstructures.com

**County:**
County Executive Office/Real Estate
601 N. Ross Street
Santa Ana, CA 92701
Attn: Zoila Verdaguer
Telephone: (714) 834-3766
Email: Zoila.Verdaguer@ocgov.com

**Assigned DPA:** County of Orange
County Executive Office/County Procurement Office
Attn: Jessica Cortez
400 W Civic Center Dr., 5th Floor
Santa Ana, CA 92701
Telephone: (714) 834-6829
Email: Jessica.Cortez@ocgov.com
30. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

31. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

33. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County’s project manager and the Contractor’s project manager will meet on reasonable notice to discuss the Contractor’s performance and progress under this Contract. If requested, the Contractor’s project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

34. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

35. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

36. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

37. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

Griffin Structures, Inc., a state of California Corporation

Date: ____________________________ By: ____________________________

Signature

_________________________________________________________

Print Name & Title

(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)

Date: ____________________________ By: ____________________________

Signature

_________________________________________________________

Print Name & Title

(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer)

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: ____________________________ By: ____________________________

Print Name: ____________________________

Title: ____________________________

APPROVED AS TO FORM:
County Counsel

By ____________________________

Deputy

Date ____________________________
ATTACHMENT A
SCOPE OF WORK

I. SCOPE OF SERVICES:

The County is comprised of 22 departments and over 18,000 employees located throughout the County. The County’s core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

The County of Orange is seeking to partner with a qualified Contractor who can provide the necessary services to the County of Orange (“County”) to update the County of Orange Civic Center Facilities Strategic Plan (“Civic Center FSP”) within Sanat Ana.

II. CONTRACTOR TASK REQUIREMENTS:

A. The County is seeking to work with a Contractor who has the experience, knowledge, and other qualifications to undertake and complete the following tasks:

1. Contractor to revisit the Center Facilities Strategic Plan (“Civic Center FSP”) and define/redline/amend future phases based on changes since the original Civic Center FSP.
2. Contractor to review the existing Environmental Impact Report (“EIR”) to confirm constraints and opportunities for future development.
3. Contractor to review overall infrastructure capabilities for future development in the Civic Center.
4. Studies to include reconfirmation of the previously embraced “neighborhood” concept for the Civic Center.
5. Contractor to identify next phases that may include the following potential properties but not limited to: (See Exhibit 8):
   a. 445 Civic Center Drive – Civic Center Garage (Parcel 1)
   b. 433 Civic Center Drive – Former OC Clerk Recorder Office Building and parking lot (Parcel 2) with additional parking lot area (Parcel 3)
   c. 401 Civic Center Drive – Former OC District Attorney’s Office Building with parking structure (Parcel 4) and two nearby parking lots (Parcels 5-9) that is currently occupied by OC Health Care Agency (“HCA”) 1
   d. P4 parking lot (surface parking lot adjacent to CAN) (Parcel 10) and future surface parking lot adjacent to CAS (Parcel 11)
   e. 405 W. 5th Street (Parcel 12) & 301 W. 5th Street (Parcel 13) – HCA Office Building with former Orange County Transportation Authority Bus Terminal and Transit Tower Parking Structure
   f. 909 N. Main Street (Parcel 14) – OC Probation/Court/District Attorney/Sheriff Office Building and parking lot
   g. 1015-1055 N. Main Street – OC Child Support Services Office Building and parking structure (Parcel 15)

---

1 HCA relocated from 1200 N. Main Street to 401 Civic Center Dr. in June 2021, but on a temporary basis. HCA plans to relocate this entire occupancy to 200 Santa Ana Blvd. during the first quarter of 2024 to backfill leased space in which former HCA occupants have since relocated to the CAN building.
h. 1770 N. Broadway - Orange County Auditor Controller Office Building and subterranean parking (Parcel 16)

i. Other properties and structures within the vicinity of the Civic Center as may be identified by the County.

6. Contractor to perform needs assessment for other County agencies that could move to Civic Center. The County to identify which agencies to study (assume five (5) agencies).

7. Contractor to obtain appraisals of 401 W. Civic Center assemblage (Parcel 4-9) which could include the Civic Center Garage (Parcel 1) and 433 Civic Center (Parcel 2-3) for County to understand residual land value to support other County needs or uses within the Civic Center.

8. Contractor to provide recommendations related to scope and size of next phase(s) of the Civic Center FSP, including amendments or revisions to current Phases 3 and 4, which may include an RFP for a P3 for subsequent phases.

9. Contractor to study affordable housing opportunities within the Civic Center, which could be included in a P3 RFP of appropriate County property.

10. Based on the above information, Contractor to assist in the update of the EIR (County to take the lead on this scope) as necessary.

11. Update Workplace Design Guidelines (from 2006 prepared by Gensler, as updated by Griffin/LPA on February 24, 2016) to reflect impacts of COVID and our current understanding of best practices for workplace standards.
ATTACHMENT B
PAYMENT AND COMPENSATION

I. COMPENSATION: This is a fixed fee Contract between County and Contractor for Civic Center Facilities Strategic Plan as set forth in Attachment A, “Scope of Work”.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Paragraphs C and P of the County Contract Terms and Conditions.**

II. PRICING: Payment shall be made in accordance with the provisions of this Contract. Partial progress payments may be allowed at the discretion of the County Project Manager. Payment shall be as follows:

A. Fees: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

<table>
<thead>
<tr>
<th>TASK</th>
<th>DESCRIPTION</th>
<th>LUMP SUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Consultant to revisit the Center Facilities Strategic Plan (“Civic Center FSP”) and define/redline/amend future phases based on changes since the original Civic Center FSP.</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Consultant to review the existing Environmental Impact Report (EIR) to confirm constraints and opportunities for future development.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>Consultant to review overall infrastructure capabilities for future development in the Civic Center.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>4.</td>
<td>Studies to include reconfirmation of the previously embraced “neighborhood” concept for the Civic Center.</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>5.</td>
<td>Consultant to identify next phases that may include the following potential properties but not limited to: HCA Courtyard (at the OCTA Transit Building), 401 W. Civic Center, 433 W. Civic Center, Civic Center Garage, and other properties and structures within the Civic Center as identified by the County. (See Exhibit 8)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>Consultant to perform needs assessment for other County agencies that could move to Civic Center. The County to identify which agencies to study. (Assume five (5) agencies.)</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>7.</td>
<td>Consultant to obtain appraisals of 401 W. Civic Center assemblage (Parcel 4-9) which could include the Civic Center Garage (Parcel 1) and 433 Civic Center (Parcel 2-3) for County to understand residual land value to support other County needs or uses within the Civic Center.</td>
<td>$40,000.00</td>
</tr>
<tr>
<td>8.</td>
<td>Consultant to provide recommendations related to scope and size of next phase(s) of the Civic Center FSP, including amendments or revisions to current Phases 3 and 4, which may include an RFP for a P3 for subsequent phases.</td>
<td>$35,000.00</td>
</tr>
<tr>
<td></td>
<td>Consultant to study affordable housing opportunities within the Civic Center, which could be included in a P3 RFP of appropriate County property.</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>10.</td>
<td>Based on the above information, Consultant to assist in the update of the EIR (County to take the lead on this scope) as necessary.</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>11.</td>
<td>Update Workplace Design Guidelines (from 2006 prepared by Gensler, as updated by Griffin/LPA On February 24, 2016) to reflect impacts of COVID and our current understanding of best practices for workplace standards.</td>
<td>$40,000.00</td>
</tr>
</tbody>
</table>

Deliverables to include findings, reports, financial analysis, Masterplan diagrams, and a Descriptive model (3D model, CADD generated, virtual reality, etc.).

TOTAL $485,000.00

B. Reimbursables Not to Exceed: $ 20,000.00
C. Total Contract Amount: $505,000.00

III. PRICE INCREASES/DECREASES: No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to County.

IV. FIRM DISCOUNT AND PRICING STRUCTURE: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

V. CONTRACTOR EXPENSE: Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.

VI. REIMBURSABLE ITEMS: Reimbursable items are non-salary items that are not included in the Scope of Work but necessary for completion of the work and must be authorized in advance by the County Project Manager. Contractor may be entitled to reimbursement for the following, upon prior approval by County:

1) The actual costs of special equipment to be rented, leased or purchased by Contractor for use exclusively in the performance of the Scope of Services, to the extent such rental, lease, purchase and costs have been approved in writing by the County Project Manager.

2) Printing expenses paid to outside Contractors; to the extent such Contractors and reproduction rates have been approved by the County Project Manager.

3) Other actual costs and/or payments specifically approved and authorized in writing by the County Project Manager and actually incurred by Contractor in performance of this Contract.

4) Travel costs shall only be reimbursed if approved in advance in writing by County Project Manager and are subject to the following restrictions:

   a. Reimbursement of mileage for the business use of a personal vehicle during the conduct of business within the Scope of Services of this Contract shall be based on the Internal Revenue Service Standard Mileage Rate in effect at the time. Mileage between the Contractor “Home Based” office location and County location, as well as mileage within County property will not be reimbursed.

   5) Cost of “Home Based” Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.

   5) Cost of “Home Based” Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.

   5) Cost of “Home Based” Xerox copies, faxes, and other supplies and materials associated with them will not be reimbursed.
6) Cost of cellular phones, cell phone usage plans and usage minutes, and other mobile communication devices will not be reimbursed.

7) All reimbursable expenses must be itemized on Contractor invoice(s) and documented with receipts. Receipts for reimbursable expenses must be submitted with all invoices. Invoices for reimbursable expenses without back-up receipts will not be paid. Contractor is responsible for submitting reimbursable invoices in a format that is acceptable to the County. Reimbursable items shall be charged at cost. Any third-party or subcontractor services shall also be charged at cost; no mark-ups will be allowed.

VII. PAYMENT TERMS: Invoices are to be submitted in monthly arrears, after services have been completed, to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County, as applicable. Invoices shall be verified and approved by County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VIII. INVOICING INSTRUCTIONS: The Contractor will provide an invoice on the Contractor letterhead. Each invoice will have a unique number and will include the following information:

A. A-E’s name and address
B. A-E’s remittance address, if different from (A), above
C. Name of County agency/department
D. Delivery/service address
E. Contract number MA-017-23011161
F. Service Date
G. Description of Services
H. Total
I. Taxpayer ID number

Invoices and support documentation are to be forwarded to:

Attn: Zoila Verdaguer
CEO/Office of Real Estate
400 W. Civic Center, 5th Floor
Santa Ana, CA 92701
CPOInvoices@ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.
I. KEY PERSONNEL

Contractor must identify all key staff members proposed to be assigned to the Contract if awarded to Contractor. Contractor shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Classification/Designation</th>
<th>Year of Experience</th>
<th>Years with Company</th>
<th>Professional Licenses or Credentials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Torriero</td>
<td>Principal-In-Charge</td>
<td>49</td>
<td>42</td>
<td>Contractor's License A &amp; B</td>
</tr>
<tr>
<td>Dustin Alamo</td>
<td>Project Manager</td>
<td>19</td>
<td>14</td>
<td>CCM, LEED AP, DRE Broker</td>
</tr>
<tr>
<td>Deryl Robinson</td>
<td>PX / Project Resource</td>
<td>43</td>
<td>15</td>
<td>LEED AP</td>
</tr>
<tr>
<td>Bob Hall</td>
<td>Sr. Strategic Analyst</td>
<td>44</td>
<td>25</td>
<td>LEED AP</td>
</tr>
<tr>
<td>Ariana Ramzian</td>
<td>Program Analyst</td>
<td>5</td>
<td>&lt;2</td>
<td>M.A., Interior Architecture</td>
</tr>
<tr>
<td>Krista Beatie</td>
<td>Program Analyst</td>
<td>6</td>
<td>&lt;2</td>
<td>M.A., Interior Architecture</td>
</tr>
</tbody>
</table>

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor’s subcontractors in any given project function shall be allowed only with prior written approval of County’s Project Manager.

<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>Contact Name and Telephone Number</th>
<th>Project Function</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPA Design Studios; 5301 California Ave,</td>
<td>James Wirick; (949) 701-4144</td>
<td>Architecture + Design</td>
</tr>
<tr>
<td>Suite 100, Irvine, CA 92617</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HL Construction Management; 678 N. Lemon Hill</td>
<td>Jay Helekar; (949) 280-8205</td>
<td>Cost Estimating</td>
</tr>
<tr>
<td>Trail, Orange, CA 92869</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DTA; 100 Bayview Circle, Suite 100,</td>
<td>David Taussig; (949) 955-1500</td>
<td>Affordable Housing Feasibility Support</td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BTI; 425 E. Colorado St., Suite 640,</td>
<td>Ben Tunnell; (213) 532-3807</td>
<td>Appraisal Support</td>
</tr>
<tr>
<td>Glendale, CA 91205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Circlepoint; 2100 W Orangewood Ave,</td>
<td>Susan Harden; (949) 422-0466</td>
<td>Community Outreach Support</td>
</tr>
<tr>
<td>Suite 165, Orange, CA 92868</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## AGENDA STAFF REPORT

<table>
<thead>
<tr>
<th>AGENDA STAFF REPORT</th>
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</thead>
</table>

### MEETING DATE:
06/27/23

### LEGAL ENTITY TAKING ACTION:
Board of Supervisors

### BOARD OF SUPERVISORS DISTRICT(S):
All Districts

### SUBMITTING AGENCY/DEPARTMENT:
County Executive Office (Approved)

### DEPARTMENT CONTACT PERSON(S):
Peter DeMarco (714) 834-5777
Julie Bechtol (714) 834-2009

### SUBJECT:
Grant Applications/Awards Report

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concur</td>
<td>Approved Resolution to Form</td>
<td>Discussion</td>
</tr>
</tbody>
</table>

### Budgeted: N/A
### Current Year Cost: N/A
### Annual Cost: N/A

- **Staffing Impact:** No
- **# of Positions:**
- **Sole Source:** N/A
- **Current Fiscal Year Revenue:** N/A
- **Funding Source:** N/A
- **Levine Act Review Completed:** N/A
- **County Audit in last 3 years:** No
- **Prior Board Action:** N/A

### RECOMMENDED ACTION(S):
Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Application – OC Community Resources – National Coastal Resilience Fund – $372,000

2. Approve FY 2023-24 Annual Recurring Grant Matrix – OC Community Resources – $267,109,049

3. Approve Grant Award and Adopt Resolution – OC Community Resources – Medicare Improvements for Patients and Providers Act (MIPPA) – $202,853

4. Approve Grant Application – County Executive Office – Youth Homeless Demonstration Program (YHDP) Round 7 – $3,000,000

5. Approve Grant Application – Sheriff Coroner – Organized Retail Theft Prevention Grant Program – $15,127,350

6. Approve Grant Award – Sheriff-Coroner – Paul Coverdell Forensic Science Improvement Grants Program – $111,159
7. Approve Grant Award and Adopt Resolution – Sheriff-Coroner – Toxicology Laboratory Automation and Efficiency Improvement 2023/2025 – $512,050

8. Approve Grant Award – Health Care Agency – CalFresh Health Living Program (CFHL) – $12,645,968


10. Approve Grant Application – District Attorney – Organized Retail Theft Vertical Prosecution Grant Program – $2,050,000


SUMMARY:
See the attached Grants Report.

BACKGROUND INFORMATION:
See the attached Grants Report.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Grants Report
Attachment B - MIPPA Resolution
Attachment B - Toxicology Resolution
County of Orange Report on Grant Applications/Awards

The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County’s grants activities. It also serves to inform Orange County’s Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.

On June 27, 2023, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

ACTION ITEMS:

1. Approve Grant Application – OC Community Resources – National Coastal Resilience Fund – $372,000

2. Approve FY 2023-24 Annual Recurring Grant Matrix – OC Community Resources – $267,109,049

3. Approve Grant Award and Adopt Resolution – OC Community Resources – Medicare Improvements for Patients and Providers Act (MIPPA) – $202,853

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10. Approve Grant Application – District Attorney – Organized Retail Theft Vertical Prosecution Grant Program – $2,050,000


If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Bechtol at 714-834-2009.
<table>
<thead>
<tr>
<th><strong>GRANT APPLICATION / GRANT AWARD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Today’s Date:</strong></td>
</tr>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
</tr>
<tr>
<td><strong>Sponsoring Organization/Grant Source:</strong></td>
</tr>
<tr>
<td><strong>Application Amount Requested:</strong></td>
</tr>
<tr>
<td><strong>Application Due Date:</strong></td>
</tr>
<tr>
<td><strong>Board Date when Board Approved this Application:</strong></td>
</tr>
<tr>
<td><strong>Awarded Funding Amount:</strong></td>
</tr>
<tr>
<td><strong>Notification Date of Funding Award:</strong></td>
</tr>
<tr>
<td><strong>Is this an Authorized Retroactive Grant Application/Award?</strong></td>
</tr>
<tr>
<td><strong>Recurrence of Grant</strong></td>
</tr>
<tr>
<td><strong>Does this grant require CEQA findings?</strong></td>
</tr>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
</tr>
<tr>
<td><strong>County Match?</strong></td>
</tr>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
</tr>
<tr>
<td><strong>Will the grant/program create new part or full-time positions?</strong></td>
</tr>
<tr>
<td><strong>Purpose of Grant Funds:</strong></td>
</tr>
</tbody>
</table>

If awarded, grant funds will be used by OC Parks to create final plans and obtain permits for a nature-based climate adaptation project at Capistrano County Beach to increase resiliency from the impacts of coastal hazards and the effects of sea level rise. This project will include creation of final plans for vegetated dunes over a buried cobble berm in the tidal zone at Capistrano and Doheny Beaches. This project will protect land and critical regional infrastructure from erosive storm surges and waves and will create new habitat for coastal wildlife.

At this time, all preliminary engineering is complete. The design plans are at 30% development and a monitoring plan has been prepared. The project was approved by the California Coastal Commission on 11/16/2022. This funding request is to support the Final Design, Environmental and Cultural evaluations/requirements and permitting effort.

OC Parks’ partner on the project is the Orange Coast District of California State Parks, a division of the...
California Department of Parks and Recreation, which owns Doheny State Beach. OC Parks is the lead agency because of previous long-term investments protecting its Capistrano Beach Park. The project boundary crosses over the property line between Doheny State Beach and Capistrano Beach Park and will be implemented on both properties. In order for protective mitigation to be effective, the project area encompasses adjacent sections in both parks.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>1. Authorize the OC Community Resources Director or designee to apply for a National Fish and Wildlife Foundation, National Coastal Resilience Fund Grant for Capistrano and Doheny Beaches.</td>
<td></td>
</tr>
<tr>
<td>2. Authorize the OC Community Resources Director, OC Parks Director, or designee to sign and submit all documents required for participation in the program.</td>
<td></td>
</tr>
</tbody>
</table>

Department Contact: List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Marisa O'Neil, OC Parks Grants Manager - (714) 973-6876; marisa.oneil@ocparks.com

Name of the individual attending the Board Meeting: List the name of the individual who will be attending the Board Meeting for this Grant Item:

Dylan Wright, Director, OC Community Resources
CEO-Legislative Affairs Office
Grant Authorization eForm

☑ GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 13, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>FY 2023-24 Annual Grants Matrix</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)</td>
<td>Various - See attached Grants Matrix</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$267,109,049</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>Various - See attached Grants Matrix</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☐  Recurrent ☒  Other ☐</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td>Various – See attached Grants Matrix</td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☒  Some grants may require CEQA findings; please see attached Grants Matrix.  No ☐</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☐  Other Type ☒  Explain: See attached Grants Matrix</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☒  Amount _____ or _____ %  Some grants may require a match; please see attached Grants Matrix.  No ☐</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled? (Please include the specific budget)</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>See attached Grants Matrix</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
<tr>
<td>OC Community Resources (OCCR) requests Board authorization to apply for recurring grants and allocations per the attached FY 2023-24 Grants Matrix (Attachment A). Actual application dates, funding amounts and funding periods may vary and are determined by the funding source. Grant funding, if awarded, will support the various programs and services provided by OCCR’s five programs: OC Animal Care, OC Community Services, OC Housing &amp; Community Development, OC Parks and OC Public Libraries.</td>
<td></td>
</tr>
<tr>
<td>Board Resolution Required? (Please attach document to eForm)</td>
<td>Yes ☐  No ☒</td>
</tr>
<tr>
<td>Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions (Please specify below)</td>
<td>Authorize the OC Community Resources Director or designee to apply for the grants listed on the attached Grants Matrix and return to the Board for approval to accept funds, if awarded.</td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Dylan Wright, Director, OC Community Resources (714) 480-2788, <a href="mailto:Dylan.Wright@occr.ocgov.com">Dylan.Wright@occr.ocgov.com</a></td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>
## OC ANIMAL CARE

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Grant</th>
<th>Amount of Funding</th>
<th>Amount of Funding Varies/Ranges</th>
<th>Grantor</th>
<th>Application Due Date</th>
<th>County Match Required? (3 amount or %)</th>
<th>New Full or Part-time Positions</th>
<th>Project Name and Purpose of Grant</th>
<th>Does this Grant Require CEQA Findings?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A Month of Big Sundays</td>
<td>$1,000.00</td>
<td>N/A</td>
<td>Big Sunday</td>
<td>March 2024</td>
<td>No match required</td>
<td>No new positions</td>
<td>The funds would be used toward shelter beautification with the intent of increasing interest in participation at OC Animal Care (OCAC) by the community.</td>
<td>No</td>
</tr>
<tr>
<td>2</td>
<td>Innovation Grant</td>
<td>$5,000.00</td>
<td>N/A</td>
<td>Maddie's Fund</td>
<td>April 2024</td>
<td>No match required</td>
<td>No new positions</td>
<td>Innovative Foster Care. OCAC would use the funds to increase its foster care program, increasing live release rate.</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Holiday Wishes Grant</td>
<td>$25,000.00</td>
<td>N/A</td>
<td>Petco Animal Foundation</td>
<td>September 2023</td>
<td>No match required</td>
<td>No new positions</td>
<td>Adopters submit stories of positive adoption experiences; the public and Petco foundation choose the recipient. Money from this grant would be used to promote additional adoptions and placement for animals from OCAC.</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Adoption Grant Weekend</td>
<td>$7,000.00</td>
<td>N/A</td>
<td>Petco Animal Foundation</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>Adoption focus. This grant allows OCAC to offer low-cost or reduced adoptions. Amount is $35 per animal and runs through campaigns several time annually.</td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>Innovation Showdown</td>
<td>$350,000.00</td>
<td>N/A</td>
<td>Petco Animal Foundation</td>
<td>January 2024</td>
<td>No match required</td>
<td>No new positions</td>
<td>Innovative animal welfare programs which increase OCAC's lifesaving capabilities.</td>
<td>No</td>
</tr>
<tr>
<td>6</td>
<td>Intake Diversion and Spay/Neuter Grant</td>
<td>$25,000.00</td>
<td>N/A</td>
<td>Petco Animal Foundation</td>
<td>March 2024</td>
<td>No match required</td>
<td>No new positions</td>
<td>Petco Love grant investments for diversion programs that help people keep their pets and reduce the number of pets from entering shelters.</td>
<td>No</td>
</tr>
<tr>
<td>7</td>
<td>Animal Welfare Organisation Grant</td>
<td>$25,000.00</td>
<td>N/A</td>
<td>Petco Animal Foundation</td>
<td>August 2023</td>
<td>No match</td>
<td>No new positions</td>
<td>Fund projects to reduce the lifesaving gaps of cats and dogs in U.S. shelters.</td>
<td>No</td>
</tr>
<tr>
<td>8</td>
<td>Rachael Ray Save Them All Grant</td>
<td>$100,000.00</td>
<td>N/A</td>
<td>Best Friends Animal Society</td>
<td>February 2024</td>
<td>No match required</td>
<td>1 Extra Help position</td>
<td>The purpose of this grant is to target OCAC's most at-risk population, neonatal kittens. The money from this grant will help OCAC create and give kits to foster caretakers to care for these kittens until they are able to come back to the shelter for adoption. Additionally, OCAC would be able to launch a large media campaign to encourage the community to foster kittens, reducing intake and euthanization at the shelter.</td>
<td>No</td>
</tr>
<tr>
<td>9</td>
<td>Emergency and Disaster Grant</td>
<td>$0.00</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>As needed</td>
<td>No match required</td>
<td>No new positions</td>
<td>The ASPCA provides emergency funding to qualified animal welfare organizations and government agencies whose communities suffer the impact of natural and other disasters. Applications must be submitted within three months of the incident. Disasters may include emergencies that do not receive an official declaration by the jurisdictional authority. Examples include animal disease outbreaks in shelters, infrastructure damage, and emergenices that directly impact the daily operational functions of an organization.</td>
<td>No</td>
</tr>
<tr>
<td>10</td>
<td>ASPCA Anti-Cruelty Grants</td>
<td>$0.00</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>Ongoing</td>
<td>No match required</td>
<td>No new positions</td>
<td>The ASPCA Anti-Cruelty Grants Program supports nonprofit organizations and governmental agencies dedicated to the prevention and elimination of animal cruelty throughout the United States. Funding categories include Animal cruelty investigation programs; expenses incurred as a result of large-scale cruelty seizures and/or surrenders of companion and/or farm animals in cases involving puppy mills, animal fighting, hoarding, abuse and/or neglect; and outreach programs aimed at preventing or eliminating animal cruelty.</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Scholarships and Sponsorships</td>
<td>$0.00</td>
<td>Varies</td>
<td>American Society for the Prevention of Cruelty to Animals</td>
<td>January - November</td>
<td>No match required</td>
<td>No new positions</td>
<td>Scholarship programs, scholarships, and travel stipends for eligible applicants to send staff, students, or law enforcement officers to attend conferences or other trainings directly related to animal welfare or animal cruelty pertaining to dogs, cats, equines or farm animals.</td>
<td>No</td>
</tr>
<tr>
<td>S/N</td>
<td>Description</td>
<td>Amount</td>
<td>Duration</td>
<td>Match</td>
<td>New Positions</td>
<td>Details</td>
<td>Grant Status</td>
<td></td>
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<tr>
<td>12</td>
<td>Preserving Families $0.00 Varies Petsmart April No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>This grant will support programs that facilitate interventions for people and their pets at the point of imminent relinquishment or separation. The intervention takes place at a pivotal point of transition for the human, that will risk the bond between human and animal. The interventions have an identifiable time frame, such as short-term sheltering, may be co-located with a pet or human service agency, and provide a temporary service.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Improving Access To Veterinary Care $0.00 Varies Petsmart July - August No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>This grant will support programs that increase health opportunities for under-resourced pets and their people by facilitating the delivery of accessible basic veterinary care.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Emergency Relief $0.00 Varies Petsmart As needed No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>In case of an emergency, funds are available to assist during the direct rescue, relief, and/or recovery stages for qualifying organizations seeking to assist companion pets impacted by the disaster.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Adoptions $0.00 Varies per number of animals adopted Petsmart Ongoing No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>Connects more people &amp; pets than ever before by taking part in PetSmart Charities’ signature adoption events.</td>
<td>No</td>
<td></td>
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</tr>
<tr>
<td>16</td>
<td>Operation Grants $1,000.00 N/A Pedigree Foundation Varies No match required No new positions</td>
<td>$1,000.00</td>
<td></td>
<td></td>
<td></td>
<td>For general operating or other expenses that help increase dog adoption rates.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Program Development Grants $0.00 $5000-10,000 Pedigree Foundation Varies No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>For activities that expand operational capability to increase dog adoption rates.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Dogs Rule Grant $0.00 $50,000 a year for 2 years Pedigree Foundation February - April No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>For an innovative initiative that could be a best practice model to increase dog adoption rates.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Cal For All Animals $0.00 Varies $35,000-200,000 UC Davis Koret Shelter Medicine Program (KSMP) May - June No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>California for All Animals Program Grant to reduce the euthanasia of healthy and treatable animals in shelters.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>PetCo Love $0.00 up to 100,000 American Society for the Prevention of Cruelty to Animals No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>Bobs from Skechers LifeSaving Grant Award for pet adoption.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Subars Loves Pets Grant Support $0.00 Up to $4,000.00 American Society for the Prevention of Cruelty to Animals October 2023 No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>Provides funding to shelters to support pets in need throughout October, including in-person or virtual collaboration with retail partner.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Open Arms Challenge $0.00 Up to $15,000 Maddie’s Fund January 2024 No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>Develop new initiatives that will increase inclusivity and provide welcoming environment for all staff and community members; and keeping pets with people when possible.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>CAWF Funding Opportunity $0.00 Up to $50,000 California Animal Welfare Funds Collaborative March 2024 No match required No new positions</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>Develop new innovative ideas in improving animal welfare programs. We can utilize the funding to expand current projects or create responses to ongoing challenges.</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$598,000.00</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**OC COMMUNITY SERVICES**

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<thead>
<tr>
<th>S/N</th>
<th>Description</th>
<th>Amount</th>
<th>Duration</th>
<th>Match</th>
<th>New Positions</th>
<th>Details</th>
<th>Grant Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement $30,000,000.00 N/A State of California, Employment Development Department (EDD); Governor’s Discretionary Varies No match required No new positions State of California, EDD funds projects that meet the workforce development needs of businesses and job seekers in a local area or region. To include prior year WIOA subgrant awards that carry forward.</td>
<td>$30,000,000.00</td>
<td></td>
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<td>No</td>
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<td>25</td>
<td>Reintegration of Adult and Youth Offenders - Planning and Implementation Grants $10,000,000.00 N/A U.S. Department of Labor – Employment &amp; Training Administration; State of California, Employment Development Department (EDD); Governor’s Discretionary; CA Workforce Development Board; Department of Health and Human Services; Department of Justice; Other State and Federal Departments as available Varies May include a 50% match that can be from various sources such as donated in-kind services, goods or cash; and/or state and federal funds; varies by solicitation No new positions; may need to hire extra-help or limited term staff Funds projects to assist with the reintegration of adult and youth offenders. These grants will be awarded through a competitive process for categories of projects, for example: (1) Registered Apprenticeship (to increase the placement of young adults being released from the criminal justice system in registered apprenticeships); (2) Alternative Educational Pathways (to increase the educational achievement and attainment of youth in the juvenile justice system); and (3) Project Expansion (to replicate effective programs for serving juvenile offenders). Projects will be designed to respond to the solicitation.</td>
<td>$10,000,000.00</td>
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<td>No</td>
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<tr>
<td>No</td>
<td>Agency/Grant Description</td>
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<td>Match</td>
<td>Project Type</td>
<td>Description</td>
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<tr>
<td>26</td>
<td>U.S. Department of Labor Discretionary Grants</td>
<td>$7,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>U.S. Department of Labor</td>
<td>No</td>
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<tr>
<td>27</td>
<td>State Discretionary Grants</td>
<td>$7,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>State of California, Employment Development Department (EDD); Governor’s Discretionary; CA Workforce Development Board</td>
<td>No</td>
</tr>
<tr>
<td>28</td>
<td>National Emergency Grant</td>
<td>$40,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>No match required</td>
<td>U.S. Department of Labor – ETA</td>
<td>No</td>
</tr>
<tr>
<td>29</td>
<td>Adult/National Dislocated Worker Additional Assistance Projects</td>
<td>$9,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>U.S. Department of Labor - ETA and State of California, EDD; Other State and Federal Departments as available</td>
<td>No</td>
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<tr>
<td>30</td>
<td>Employer/Business Assistance Projects</td>
<td>$5,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>U.S. Department of Labor - ETA and State of California - EDD; CA Governor’s Office of Business and Economic Development</td>
<td>No</td>
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<tr>
<td>31</td>
<td>Industry-Driven Regional Collaborative</td>
<td>$7,000,000.00</td>
<td>N/A</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>California Community College Chancellor’s Office, U.S. Department of Labor, the State of California, EDD, OC Department of Education, CA Health Care Foundation</td>
<td>No</td>
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<tr>
<td>No.</td>
<td>Program Title</td>
<td>Amount</td>
<td>Lead Agency</td>
<td>Match Funding Source</td>
<td>Match Required?</td>
<td>Match Funding %</td>
<td>Affected Industries</td>
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<tr>
<td>32</td>
<td>Rapid Response/ Layoff Aversion – Special Project</td>
<td>$5,000,000</td>
<td>State of California, EDD; U.S. Department of Labor</td>
<td>Varies</td>
<td>May include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions; may need to hire extra-help or limited term staff</td>
<td>Project specific outcomes will include those that result in workforce innovations, layoff aversions, small business services and/or regional impacts. Also projects that fulfill the goals of the Regional and Local State Plan.</td>
</tr>
<tr>
<td>33</td>
<td>High Growth Job Training Initiative Grants/ Regional Industry Clusters Opportunity (RICO)</td>
<td>$4,000,000</td>
<td>U.S. Department of Labor; EDD, CA Workforce Development Board, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May include match; can include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions; may need to hire extra-help or limited term staff</td>
<td>Effort to prepare workers for new and increasing job opportunities in high growth, high-demand and economically vital industries and sectors of the economy.</td>
</tr>
<tr>
<td>34</td>
<td>Veterans Employment-Related Assistance Program, Special populations focused grants</td>
<td>$5,000,000</td>
<td>U.S. Department of Labor and State of California, EDD, CA Workforce Development Board, CA Workforce Association; Department of Veterans Affairs, Other State, Federal Departments and nonprofit initiatives as available</td>
<td>Varies</td>
<td>May include match that can be from various sources such as donated in-kind services, goods or cash; and/or State and Federal funds</td>
<td>No new positions</td>
<td>Veterans projects that will assist veterans who have significant barriers to obtain meaningful employment through the provision of employment and training services. Also targeted industry sectors that work with Veterans.</td>
</tr>
<tr>
<td>35</td>
<td>Youth Build</td>
<td>$10,000,000</td>
<td>U.S. Department of Labor – Employment &amp; Training Administration</td>
<td>Varies</td>
<td>at least 50% match ($2,500,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions; may need to hire extra-help or limited term staff</td>
<td>Youth Build grants will be used to carry out a Youth Build program with the following core objectives: to provide disadvantaged youth with opportunities for meaningful work and service to their communities; to foster the development of employment among youth in low income communities; and to expand the supply of permanent affordable housing for homeless individuals and low-income families by utilizing the energies and talents of disadvantaged youth.</td>
</tr>
<tr>
<td>36</td>
<td>Economic Development Assistance</td>
<td>$25,000,000</td>
<td>U.S. Department of Commerce - Economic Development Administration (EDA), Other State and Federal Departments as available</td>
<td>Varies</td>
<td>100% match ($1,000,000) match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions; may need to hire extra-help or limited term staff</td>
<td>The U.S. Department of Commerce - EDA promotes innovation and competitiveness for economic growth and success in the worldwide economy through strategic investments in economically distressed areas of the United States by fostering job creation and attracting private investment. EDA will make construction, non-construction and revolving loan fund investments under the Public Works and Economic Adjustment Assistance Programs. Grants received under the EDA will support the implementation of regional economic development strategies designed to create jobs, leverage private capital and encourage economic development. Potentials for extra-help positions may exist.</td>
</tr>
<tr>
<td>37</td>
<td>Training Fund for Incumbent Workers</td>
<td>$10,000,000</td>
<td>California Community College Chancellor’s Office, U.S. Department of Labor and State of California, Employment Training Panel, EDD, Other State and Federal Departments as available</td>
<td>Varies</td>
<td>May require 25% match; can include various sources such as donated in-kind services, goods or cash; and/or other funding sources</td>
<td>No new positions; may need to hire extra-help or limited term staff</td>
<td>Initiatives provide training for incumbent workers in high growth/high wage technical positions in sectors important to California’s economy.</td>
</tr>
<tr>
<td>No.</td>
<td>Program Description</td>
<td>Amount</td>
<td>Match</td>
<td>Lead Agency/Partners</td>
<td>Funding Model</td>
<td>New Positions</td>
<td>Description</td>
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<tr>
<td>38</td>
<td>Discretionary Partner Submissions</td>
<td>$10,000,000.00</td>
<td>N/A</td>
<td>U.S. Department of Labor, State of California, EDD, Governor’s Office of Business and Economic Development; U.S. Department of Housing &amp; Urban Development, Health Human Services, Department of Education, Department of Justice, Department of Energy, Other State and Federal Departments as available</td>
<td>Varies (match may include various sources such as donated in-kind services, goods or cash; and/or other funding sources)</td>
<td>No new positions</td>
<td>The OC Workforce Development Board partners with other entities to increase employment, occupational skill attainment, retention and earnings of participants. As a result, these efforts improve the quality of the workforce, reduce welfare dependency and enhance the productivity and competitiveness of participants. Projects provide a public workforce system designed to help employers find workers, help jobseekers find employment and train individuals for jobs in demand. Funding provides services to adults, youth, dislocated workers and businesses.</td>
</tr>
<tr>
<td>39</td>
<td>Workforce Investment and Opportunity Act - Incentive Awards</td>
<td>$1,000,000.00</td>
<td>N/A</td>
<td>State of California, EDD</td>
<td>Varies</td>
<td>No new positions</td>
<td>State of California, EDD funds projects that meet the workforce development needs of businesses and job seekers in a local area or region.</td>
</tr>
<tr>
<td>40</td>
<td>Programs for Persons with Disabilities</td>
<td>$3,000,000.00</td>
<td>N/A</td>
<td>Department of Education, California Community College Foundation, EDD, CA Workforce Development Board, CA Workforce Association, Dept of Health and Human Services, CA Department of Rehabilitation, Department of Labor</td>
<td>Varies (may include match depending on solicitation from various sources such as donated in-kind services, goods or cash; and/or other funding sources)</td>
<td>No new positions</td>
<td>Programs/initiatives specific to individuals with disabilities that may include work readiness training, job coaching, supportive employment placement, soft skills training, pre-vocational training, work experience, assistive technology, employer training and Competitive Integrated Employment.</td>
</tr>
<tr>
<td>41</td>
<td>Regional Planning Initiatives / Slingshot Type Initiatives</td>
<td>$4,000,000.00</td>
<td>N/A</td>
<td>State of California, EDD; California Workforce Development Board</td>
<td>Varies</td>
<td>No match required</td>
<td>SlingShot type grants seek to seed collaborative efforts by workforce, economic development and education stakeholders within a region to identify and then work to solve employment challenges that slow California’s economic engine with regionally-selected solutions to regionally-defined problems. Assist in implementing the State Local and Regional Plans.</td>
</tr>
<tr>
<td>42</td>
<td>Area Plan/State Standard Agreement</td>
<td>$30,000,000.00</td>
<td>N/A</td>
<td>State of California, Department of Aging (CDA); Governor’s Discretionary</td>
<td>Varies (may depend on funding)</td>
<td>No new positions</td>
<td>State of California, CDA funds projects that meet the senior needs of older adults, family caregivers, or persons with disabilities. Also, to include prior year CDA awards that carry forward.</td>
</tr>
<tr>
<td>43</td>
<td>Digital Connections</td>
<td>$700,000</td>
<td>N/A</td>
<td>State of California, Department of Aging (CDA); Governor’s Discretionary</td>
<td>Varies</td>
<td>None</td>
<td>State of California, CDA funds projects that meet the needs of older adults, family caregivers, or persons with disabilities. Grant focuses on continuing digital divide efforts.</td>
</tr>
<tr>
<td>44</td>
<td>Mental Health Services Act (MSHA) Proposition 63 Grant</td>
<td>$350,000.00</td>
<td>N/A</td>
<td>California Department of Veterans Affairs (CalVet)</td>
<td>Varies</td>
<td>None</td>
<td>Orange County Veterans Service Office At-Risk Veterans Free Legal Clinics: MDU with Veterans Legal Institute (VLI) focuses on homeless and/or low income clients whose access to or maintenance of mental health treatment requires direct intervention of legal aid. VLI provides free legal aid for the clinic and accept all legal referrals.</td>
</tr>
<tr>
<td>45</td>
<td>Mental Health Services Act (MHSA)</td>
<td>$200,000.00</td>
<td>N/A</td>
<td>State of California</td>
<td>Varies</td>
<td>Part-time Position</td>
<td>OC4Vets: MHSA identifies veterans as a priority group for funding. Service members experience intense emotions, including those associated with notice of deployment, reactions during training, anticipation of operations, witnessing disturbing images, death of comrades, sometimes terrifying conditions during operations, and emotions upon returning home. Veterans need a single point of contact to learn about resources available to them. The OC4Vets/VSO collaboration co-locates services and referral network for veterans to facilitate their ability to obtain the resources needed to make a smooth transition back to civilian life.</td>
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</tbody>
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Total: $223,250,000.00

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<tr>
<th>#</th>
<th>Program Description</th>
<th>Category</th>
<th>Funding Authority</th>
<th>Match</th>
<th>Funding Match Required</th>
<th>Staff Positions Required</th>
<th>Funds to be Used</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>46</td>
<td>Permanent Local Housing Allocation (PLHA) Program</td>
<td>State Department of Housing and Community Development</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>The County will utilize PLHA funds pursuant to Board approved PLHA Plan that will assist a variety of activities including; accessibility modifications to income eligible seniors; development, start up and on going operating costs of the navigation centers/shelters; and caseworkers to assist people experiencing homelessness with case management, navigation assistance and connection to resources.</td>
<td>No</td>
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<tr>
<td>47</td>
<td>CalHome</td>
<td>State Department of Housing and Community Development</td>
<td>Varies</td>
<td>No match required</td>
<td>No new positions</td>
<td>CalHome funds can be utilized in conjunction with OC Community Resources Mortgage Assistance Program (MAP). The CalHome First-time Homebuyer Mortgage Assistance funds will be used pursuant to Board approved MAP guidelines to provide mortgage assistance in the form of a soft second loan to assist qualified low-income, first-time homebuyers in purchasing a home.</td>
<td>No</td>
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<tr>
<td>48</td>
<td>Any competitive funding for affordable/supportive housing development, operation, rental or services subsidies</td>
<td>State Department of Housing and Community Development or U.S. Department of Housing &amp; Urban Development</td>
<td>Varies</td>
<td>May require match</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>In the event State HCD or HUD issues a NOFA, or otherwise notifies the County of funding availability for affordable/supportive housing development, operation, rental or services subsidies.</td>
<td>No</td>
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</tr>
<tr>
<td>49</td>
<td>Jackson Aisle Shelter Plus Care Tenant-Based Rental Assistance 2022 Renewal Project</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
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<tr>
<td>50</td>
<td>Consolidated #1 Shelter Plus Care Tenant-Based Rental Assistance 2022 Renewal Project</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
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<tr>
<td>51</td>
<td>Consolidated #2 Continuum of Care Tenant-Based Rental Assistance 2022 Renewal Project</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>Varies</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
<td>No</td>
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<td>#</td>
<td>Description</td>
<td>Funding</td>
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<td>Matched Funding</td>
<td>Matched Funding Notes</td>
<td>Supportive Housing Program Goals</td>
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<td>52</td>
<td>Consolidated #3 Continuum of Care Tenant-Based Rental Assistance 2022 Renewal Project</td>
<td>$3,239,453</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
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<tr>
<td>53</td>
<td>Consolidated #4 Continuum of Care Tenant-Based Rental Assistance 2022 Renewal Project</td>
<td>$2,526,487</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>25% Match may include in-kind supportive services that are provided by supportive services providers to clients receiving rental assistance.</td>
<td>No new positions</td>
<td>Renewal funding provides permanent supportive housing for formerly homeless persons with disabilities for 12 months of rental assistance. HUD may adjust the grant award due to changes in Fair Market Rent requirements, and/or administrative cost allocations.</td>
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<tr>
<td>54</td>
<td>Family Self-Sufficiency (FSS) Coordinators</td>
<td>$472,850</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>No new positions</td>
<td>Renewable funding supports existing positions (Housing Specialists), that provide case management for Housing Choice Voucher program participant households to access services.</td>
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</tr>
<tr>
<td>55</td>
<td>Family Unification Program (FUP)/ Foster Youth to Independence Initiative (FYI) Vouchers</td>
<td>$1,900,000</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA and its partner, the Orange County Social Services Agency, will apply for up to 100 FUP vouchers to expand the current program or to expand to include the Foster Youth to Independence Initiative Vouchers. FUP/FYI provides tenant-based rental assistance for families for whom the lack of adequate housing is a primary factor in the separation (or imminent separation) of children from their families or for eligible youths between the ages of 18 to 24 years of age who have left or will leave foster care within 90 days.</td>
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</tr>
<tr>
<td>56</td>
<td>Veterans Affairs Supportive Housing (VASH)</td>
<td>$3,796,700</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA and its partner, the Veterans Affairs Medical Center, Long Beach, will apply for up to 200 VASH program vouchers to expand the current program. VASH provides tenant-based rental assistance for homeless veterans.</td>
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</tr>
<tr>
<td>57</td>
<td>Project-Based Vouchers for any rental assistance programs</td>
<td>$3,796,700</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a NOFA(s) or otherwise notify OCHA of funding availability, OCHA will apply for up to 200 Project-Based vouchers to expand affordable housing. Project-Based vouchers can be committed to housing projects being rehabilitated or being newly constructed.</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Mainstream Voucher Program</td>
<td>$2,847,500</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>Should HUD issue a Notice of Funding Availability or otherwise notify OCHA of funding availability, OCHA will apply for up to 150 Mainstream vouchers to expand the current program. Mainstream vouchers provide tenant-based rental assistance for non-elderly, disabled households. OCHA may utilize the funds to assist households currently on the waiting list and/or to serve households referred by the Coordinated Entry System.</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>Disaster Housing Assistance Program (DHAP)</td>
<td>$1,801,800</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>One new full-time staff, if new funding is awarded.</td>
<td>In the event of a national disaster, should HUD offer funding to provide rental assistance for displaced households, OCHA will apply for up to 100 DHAP vouchers.</td>
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<tr>
<td>60</td>
<td>Tenant Protection/Enhanced Housing Choice Vouchers</td>
<td>$1,801,800</td>
<td>N/A</td>
<td>U.S. Department of Housing &amp; Urban Development (HUD)</td>
<td>No match required</td>
<td>Up to two new full-time staff, if new funding is awarded.</td>
<td>Should HUD offer funding to provide rental assistance for households at risk of being displaced from a federally funded housing project, OCHA will apply for up to 100 vouchers to provide subject households continued rental assistance via special admission.</td>
<td></td>
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</tbody>
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<thead>
<tr>
<th>#</th>
<th>Program Description</th>
<th>Funding</th>
<th>Match</th>
<th>Funding Period</th>
<th>Match Percentage</th>
<th>Ongoing</th>
<th>Matched Positions</th>
<th>Notes</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Any Housing Choice Voucher funding, Emergency Housing Voucher, Stability Voucher, or similar rental assistance opportunity targeted to serve homeless, at-risk and/or disabled persons</td>
<td>$9,491,600</td>
<td>N/A</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to three new full-time staff, if new funding is awarded.</td>
<td>HUD NOFA, notifies or funding</td>
<td>In the event HUD issues a NOFA, or otherwise notifies OCHA of funding availability for housing choice vouchers or similar rental assistance programs to serve homeless persons and/or persons with disabilities, OCHA will apply for funding to provide rental assistance for up to 500 vouchers. OCHA works in collaboration with the Continuum of Care and supportive services providers to identify and select target populations for assistance.</td>
<td>No</td>
</tr>
<tr>
<td>62</td>
<td>Any Housing Choice Voucher funding, Emergency Housing Voucher, Stability Voucher, or similar rental assistance opportunity targeted to serve veterans, elderly or any other special needs households.</td>
<td>$9,491,600</td>
<td>N/A</td>
<td>Varies</td>
<td>No match required</td>
<td>Up to three new full-time staff, if new funding is awarded.</td>
<td>HUD NOFA, notifies or funding</td>
<td>In the event HUD issues a NOFA, or otherwise notifies OCHA of funding availability for housing choice vouchers or similar rental assistance programs to serve veterans and/or persons who are elderly, OCHA will apply for funding to provide rental assistance for up to 500 vouchers. OCHA works in collaboration with the Continuum of Care and supportive services providers to identify and select target populations for assistance.</td>
<td>No</td>
</tr>
</tbody>
</table>

**Total:** $43,290,049

### OC PARKS

<table>
<thead>
<tr>
<th>#</th>
<th>Program Description</th>
<th>Funding</th>
<th>Match</th>
<th>Funding Period</th>
<th>Match Percentage</th>
<th>Ongoing</th>
<th>Matched Positions</th>
<th>Notes</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>63</td>
<td>FEMA Hazard Mitigation Grant Program</td>
<td>$0.00</td>
<td>Up to $20 million</td>
<td>Ongoing</td>
<td>25%</td>
<td>No new positions</td>
<td>FEMA Hazard Mitigation Grant funds would be used for the planning and implementation of hazard mitigation projects within OC Parks facilities. Eligible projects will be determined based on priorities set by FEMA as funds are released. These funds become available following the declaration of a national disaster.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>Public Beach Restoration Grant</td>
<td>$0.00</td>
<td>Up to $6.5 million</td>
<td>Winter 2024</td>
<td>Dollar to dollar</td>
<td>No new positions</td>
<td>DBW Shoreline Erosion Control Program funds will be sought to assist in the planning and construction of beach erosion control and shoreline stabilization measures at Capistrano Beach and other OC Parks coastal facilities as appropriate.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>CCHE Museum Grant</td>
<td>$0.00</td>
<td>Up to $250,000</td>
<td>Spring 2024</td>
<td>20% minimum but more is encouraged</td>
<td>No new positions</td>
<td>CA Museum Grant funds would be used to fund projects within the OC Historic Parks section to preserve, interpret, and enhance understanding and appreciation of Orange County’s role in California’s cultural, social, and economic evolution. Projects would include historic structure restoration, paleontological and archeological programming, and/or collections management.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>Habitat Conservation Fund (HCF)</td>
<td>$0.00</td>
<td>Up to $2 million</td>
<td>Summer 2024</td>
<td>Dollar to dollar 50% match</td>
<td>No new positions</td>
<td>HCF grant funds would be used to fund projects that protect fish, wildlife, and native plant resources; to acquire or develop wildlife corridors and trails; and/or to provide for interpretative and other programs which bring urban residents into OC Parks facilities.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Land and Water Conservation Fund (LWCF)</td>
<td>$0.00</td>
<td>Up to $10 million</td>
<td>TBD</td>
<td>50%</td>
<td>No new positions</td>
<td>LWCF funds will be sought to fund OC Parks acquisition and/or development projects that offer new or improved outdoor recreational opportunities within the County of Orange. OC Parks will pursue this grant to renovate existing or create new outdoor facilities within existing parks.</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>National Charity League (NCL) Grants</td>
<td>$0.00</td>
<td>Up to $50,000</td>
<td>Spring 2024</td>
<td>Not Required</td>
<td>No new positions</td>
<td>OC Parks facilities who partner with the NCL on service projects are eligible to apply for small NCL grants to fund related projects.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>National Coastal Resilience Fund Program</td>
<td>$0.00</td>
<td>Up to $10 million</td>
<td>Spring 2024</td>
<td>Encouraged but not required</td>
<td>No new positions</td>
<td>OC Parks may seek funding for aspects of projects to mitigate coastal erosion in and around Capistrano Beach.</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $0.00

### OC PUBLIC LIBRARIES

<table>
<thead>
<tr>
<th>#</th>
<th>Program Description</th>
<th>Funding</th>
<th>Match</th>
<th>Funding Period</th>
<th>Match Percentage</th>
<th>Ongoing</th>
<th>Matched Positions</th>
<th>Notes</th>
<th>Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>California Library Literacy &amp; English Acquisition Services Program (CLLS)</td>
<td>$0.00</td>
<td>Varies</td>
<td>May 2024</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>The California State Library under the provisions of the California Library Services Act, provides funds to support Adult Literacy Programs through California Library Literacy grants. Under this program, services will be provided by OC Public Libraries’ OC Read. OC Read provides services to the residents of Orange County to increase basic reading and writing skills, thereby creating a more literate community.</td>
<td>No</td>
</tr>
<tr>
<td>#</td>
<td>Program Description</td>
<td>Match Required</td>
<td>Grant Amount</td>
<td>Calendar Year</td>
<td>Eligibility</td>
<td>N/A</td>
<td>Notes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------------------------------------------------</td>
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<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>California Library Literacy &amp; English Acquisition Services Program (ILLS)</td>
<td>$0.00</td>
<td>Varies</td>
<td>California State Library</td>
<td>May 2024</td>
<td>N/A</td>
<td>The California State Library under the provisions of the California Library Services Act, provides funds to support Families for Literacy. This award helps adults develop confidence and skills to support their children’s literacy. Grant funding is used to implement program opportunities and services for families to address intergenerational illiteracy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Library and Services Technology Act (LSTA)- Multiple Grants: Career Online High School (COHS), CopyCat Grants, Maximizing Learning Spaces, Lunch @ the Library, Building Forward Infrastructure, Zip Books, and Dia de los Niños</td>
<td>$0.00</td>
<td>Varies</td>
<td>California State Library</td>
<td>Deadlines throughout the calendar year</td>
<td>Each grant has specific eligibility requirement</td>
<td>LSTA Grants are provided by the California State Library to assist libraries to develop programs and projects that enhance library services for all Californians. Funding is used to provide support for service improvements, to facilitate access to and sharing of resources, and services between libraries and partner institutions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>Institute of Museum &amp; Library Services (IMLS)</td>
<td>$0.00</td>
<td>Varies</td>
<td>Institute of Museum &amp; Library Services (IMLS)/ Federal</td>
<td>Deadlines throughout the calendar year</td>
<td>Each grant has specific eligibility requirement</td>
<td>The Institute of Museum and Library Services (IMLS) helps ensure that all individuals have access to museum, library, and information services. IMLS is an independent grantmaking agency and the primary source of federal support for the nation's approximately 123,000 libraries and 35,000 museums. The agency supports innovation, lifelong learning, and entrepreneurship, enabling museums and libraries to deliver services that make it possible for communities and individuals to thrive.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>California Humanities</td>
<td>$0.00</td>
<td>Varies</td>
<td>California Humanities</td>
<td>Deadlines throughout the calendar year</td>
<td>100% In-Kind Match</td>
<td>California Humanities connects Californians to ideas and to one another in order to understand our shared heritage and diverse cultures, inspire civic participation and shape our future. Funding is used for programs and initiatives. As part of this funding, libraries may purchase library materials and implement programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>National Medal for Museum and Library Service</td>
<td>$10,000.00</td>
<td>N/A</td>
<td>Institute of Museum &amp; Library Services (IMLS)/ Federal</td>
<td>November 2023</td>
<td>No Match Required</td>
<td>The National Medal honors outstanding institutions that make significant and exceptional contributions to their communities. Selected institutions demonstrate extraordinary and innovative approaches to public service and exceed the expected levels of community outreach. These organizations have established themselves as community anchor institutions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>76</td>
<td>National Endowment for the Arts</td>
<td>$20,000.00</td>
<td>N/A</td>
<td>National Endowment for the Arts (NEA)</td>
<td>January 2024</td>
<td>100% In-Kind Match</td>
<td>An independent federal agency whose funding and support gives individuals the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. The NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $30,000.00

Grand Total: $267,109,049.00
**CEO-Legislative Affairs Office**

**Grant Authorization eForm**

**GRANT APPLICATION / GRANT AWARD**

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>6/20/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Community Resources/OC Community Services</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Medicare Improvements for Patients and Providers Act (MIPPA)</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Department of Aging (CDA)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>N/A</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>N/A</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$202,853</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>6/15/23</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**

<table>
<thead>
<tr>
<th>Recurrence Type</th>
<th>FY 2022-23</th>
<th>FY 2021-22</th>
<th>FY 2020-21</th>
<th>FY 2019-20</th>
<th>FY 2018-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>$239,890</td>
<td>$282,432</td>
<td>$169,406</td>
<td>$158,393</td>
<td>$123,712</td>
</tr>
</tbody>
</table>

**Does this grant require CEQA findings?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**What Type of Grant is this?**

<table>
<thead>
<tr>
<th>Type</th>
<th>Competitive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>Explain: Program funds are distributed to the County by CDA based on an allocation methodology.</td>
</tr>
</tbody>
</table>

**County Match?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>Amount_____ or _____ %</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Amount_____ or _____ %</td>
<td>No</td>
</tr>
</tbody>
</table>

**How will the County Match be Fulfilled?**

<table>
<thead>
<tr>
<th>N/A</th>
</tr>
</thead>
</table>

**Will the grant/program create new part or full-time positions?**

<table>
<thead>
<tr>
<th>No</th>
</tr>
</thead>
</table>

**Purpose of Grant Funds:**

Medicare Improvement for Patients and Providers Act (MIPPA) funds are used to support the Health Insurance Counseling & Advocacy Program (HICAP), which provides free, confidential counseling and community education about Medicare, private health insurance, and related health care coverage plans for Medicare beneficiaries, their representatives, and people who will soon be eligible for Medicare. The MIPPA funds augment HICAP services by expanding Medicare beneficiary enrollment in the Prescription Drug Low-Income Subsidy Program, the Medicare Savings Program, and Medicare Part D and support outreach in the County threshold languages aimed at promoting wellness benefits and preventative services. In addition to core services, the MIPPA funds will also support ongoing HICAP counselor training, reassessment of outreach and application assistance processes based on the public health emergency unwinding and continuous cultivation of new partnership to expand program reach.

**Board Resolution Required?**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

**Deputy County Counsel Name:**

John Cleveland
**Recommended Action/Special Instructions**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Adopt the resolution as approved by County Counsel to receive $202,853 in funds from the California Department of Aging for the Medicare Improvements for Patients and Providers Act Program.</td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>Approve State Standard Agreement MI-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging in the amount of $202,853 for the term September 1, 2023, through August 31, 2024.</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td>Authorize the OC Community Resources Director or designee to execute State Standard Agreement MI-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.</td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td>Authorize the OC Community Resources Director or designee to execute all related ministerial documents required to accept the foregoing Medicare Improvements for Patients and Providers Act grant award funding.</td>
</tr>
</tbody>
</table>

**Department Contact:**

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dylan Wright, Director, OC Community Resources</td>
<td></td>
</tr>
</tbody>
</table>

Dylan Wright (714) 480-2788 / Dylan.Wright@occr.ocgov.com
Renee Ramirez (714) 480-6483 / Renee.Ramirez@occr.ocgov.com
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 27, 2023

WHEREAS, OC Community Resources Office on Aging has received State Standard Agreement MI-2324-22 in the amount of $202,853 from the California Department of Aging containing funding allocations for Older Americans Act Programs; and

WHEREAS, the County of Orange assures that it will abide by the terms and conditions of Agreement MI-2324-22; and

WHEREAS this Board agrees with the terms of the State Standard Agreement and the allocation of funds contained therein.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Approve State Standard Agreement MI-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification with the California Department of Aging in the amount of $202,853 for the term September 1, 2023, through August 31, 2024.

2. Authorize the OC Community Resources Director or designee to execute State Standard Agreement MI-2324-22, Contractor Certification Clauses, Information Integrity and Security Statement, and California Civil Rights Laws Certification.

3. Authorize the OC Community Resources Director or designee to execute all related ministerial documents required to accept the foregoing Medicare Improvements for Patients and Providers Act grant award funding.
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th>☑ GRANT APPLICATION / ☐ GRANT AWARD</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 16, 2023</th>
</tr>
</thead>
</table>
| Requesting Agency/Department: | County Executive Office  
Office of Care Coordination |
| Grant Name and Project Title: | Youth Homeless Demonstration Program (YHDP) Round 7 |
| Sponsoring Organization/Grant Source: | U.S. Department of Housing and Urban Development (HUD) |
| Application Amount Requested: | $3,000,000 |
| Application Due Date:         | June 27, 2023 |
| Board Date when Board Approved this Application: | Not Applicable |
| Awarded Funding Amount:       | Not Applicable |
| Notification Date of Funding Award: | Not Applicable |
| Is this an Authorized Retroactive Grant Application/Award? | No |
| (If yes, attach memo to CEO)  |               |
| Recurrence of Grant           | New ☑ Recurrent ☐ Other ☐ Explain: |
| If this is a recurring grant, please list the funding amount applied for and awarded in the past: | Not Applicable |
| Does this grant require CEQA findings? | Yes ☐ No ☑ |
| What Type of Grant is this?   | Competitive ☑ Other Type ☐ Explain |
| County Match?                 | Yes ☑ Amount: 25% |
| How will the County Match be Fulfilled? | State of California – Homeless Housing, Assistance and Prevention (HHAP) youth-set aside requirements and in-kind. |
| Will the grant/program create new part or full-time positions? | No |
| Purpose of Grant Funds:       | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented. |

The Youth Homelessness Demonstration Program (YHDP) grant is designed to support selected communities in the development and implementation of a coordinated community approach to engage, prevent, and end youth homelessness. The population to be served by YHDP is youth aged 24 and younger experiencing homelessness, including unaccompanied and pregnant or parenting youth. The U.S. Department of Housing and Urban Development (HUD) will award approximately $60,000,000 in YHDP grant funding to up to 25 communities that are selected for this opportunity through the Round 7 Notice of Funding Opportunity (NOFO).

The County Executive Office (CEO) Office of Care Coordination will submit an application to the YHDP grant in partnership and collaboration with the Orange County Continuum of Care. The grant will focus on the development and operations of housing programs and additional supportive services and resources that will address the unique needs of youth experiencing homelessness and youth at risk of homelessness. This grant will also assist with the continued efforts of CEO to expand representation of people with current or past lived experience of homelessness in the creation of policies, procedures and programming to help address youth homelessness.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td>(Please specify below)</td>
</tr>
<tr>
<td>1. Authorize the County Executive Office to submit a grant application and respond to the Youth Homeless Demonstration Program Round 7 Notice of Funding Opportunity in the amount of $3,000,000.</td>
<td></td>
</tr>
<tr>
<td>Department Contact:</td>
<td>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</td>
</tr>
<tr>
<td>Douglas Becht</td>
<td>Director, Office of Care Coordination</td>
</tr>
<tr>
<td><a href="mailto:Doug.Becht@ocgov.com">Doug.Becht@ocgov.com</a></td>
<td>(714) 834-5000</td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>List the name of the individual who will be attending the Board Meeting for this Grant Item:</td>
</tr>
<tr>
<td>Douglas Becht</td>
<td>Director, Office of Care Coordination</td>
</tr>
</tbody>
</table>
CEO-Legislative Affairs Office
Grant Authorization eForm

☐ GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 20, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Organized Retail Theft Prevention Grant Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>State of California Board of State and Community Corrections (BSCC)</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$15,127,350.00</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>July 7, 2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

Recurrence of Grant

| New ☒ | Recurrent ☐ | Other ☐ Explain: |

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

| N/A |

Does this grant require CEQA findings?

| Yes ☐ | No ☒ |

What Type of Grant is this?

| Competitive ☒ | Other Type ☐ Explain: |

County Match?

| Yes ☐ Amount _____ or _____ % | No ☒ |

How will the County Match be Fulfilled?

| N/A |

Will the grant/program create new part or full-time positions?

| No |

Purpose of Grant Funds:

Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The State Budget Act of 2022 (Senate Bill 154) established the Organized Retail Theft Prevention Grant Program, administered by the Board of State and Community Corrections (BSCC). This grant program aims to support local law enforcement agencies, county sheriff's departments, and probation departments addressing organized retail theft, motor vehicle or motor vehicle accessory theft, or cargo theft. These law enforcement agencies may apply individually or on behalf of a group of entities, including other law enforcement agencies.

The Orange County (OC) Sheriff's Department intends to apply for the maximum amount of $15,127,350, the large scope category for this competitive state grant. This funding would support activities, strategies, and programs that address Program Purpose Areas (PPAs) 2 to reduce motor vehicle or motor vehicle accessory theft. The purpose of PPA 2 is to investigate motor vehicle and motor vehicle accessory theft, promote campaigns for public awareness in motor vehicle theft prevention and programs that deter motor vehicle or motor vehicle accessory theft, and finally, use databases, equipment, software, and technology to track stolen motor vehicles or motor vehicle accessories to combat organized retail theft.
The Sheriff-Coroner intends to use the grant funding to purchase pan, tilt, and zoom (PTZ) cameras, fixed closed-circuit television (CCTV) cameras, license plate recognition (LPR) cameras, drones, circuits for connectivity, licensing, hardware support, and multiple software solution platforms to integrate technology and information for a catalytic converter etching program, and community awareness campaign on any theft of a motor vehicle part or accessory.

A resolution is not required to apply for the grant program.

If awarded, the grant funding will be available from October 1, 2023, through December 31, 2026, with an additional six (6) months (January 1, 2027, to June 1, 2027) for expenditures of the final data evaluation report of the grant program. The grant program requires setting aside at least $75,000 but not more than 5% of the total grant award for data collection, reporting, and evaluations. The grant also requires financial auditing covering the grant's service delivery period, allowing up to $25,000 to cover final audit expenses.

If the grant application is selected for funding, the Sheriff-Coroner will return to the Board with a request to accept the award and present a resolution.

<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes ☐</th>
<th>No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td>Authorize the Sheriff-Coroner or designee to apply and sign all necessary application documents required for submitting the application to the Board of State and Community Corrections (BSCC) for the Organized Retail Theft Prevention Grant Program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If funding is awarded, the Sheriff-Coroner will return to the Board for approval of a grant resolution and to accept the grant funding.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Contact:</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Karla Lazaridis, Administrative Manager II</td>
<td><a href="mailto:Klazaridis@ocsheriff.gov">Klazaridis@ocsheriff.gov</a></td>
</tr>
<tr>
<td>(714) 834-6675</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting:</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commander Anthony Benfield – <a href="mailto:abenfield@ocsheriff.gov">abenfield@ocsheriff.gov</a></td>
<td>– (714) 647-7041</td>
</tr>
<tr>
<td>Captain Ehren Weidenkeller – <a href="mailto:eweidenkeller@ocsheriff.gov">eweidenkeller@ocsheriff.gov</a></td>
<td>– (714) 647-1882</td>
</tr>
</tbody>
</table>
**CEO-Legislative Affairs Office**

**Grant Authorization eForm**

### GRANT APPLICATION / ✗ GRANT AWARD

<table>
<thead>
<tr>
<th>Today's Date:</th>
<th>6/12/2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>OC Crime Lab / OC Sheriff-Coroner Department</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Paul Coverdell Forensic Science Improvement Grants Program – Formula Grant</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$115,725</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>December 7, 2022</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>November 8, 2022</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>$111,159</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>June 7, 2023</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
</tbody>
</table>

**Recurrence of Grant**

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$68,000</td>
<td>Purchased a shoeprint GLScan imaging system</td>
</tr>
<tr>
<td>2016</td>
<td>$75,000</td>
<td>Purchased a nitrogen gas delivery system</td>
</tr>
<tr>
<td>2017</td>
<td>$74,264</td>
<td>Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing</td>
</tr>
<tr>
<td>2018</td>
<td>$123,284</td>
<td>Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing</td>
</tr>
<tr>
<td>2019</td>
<td>$112,817</td>
<td>Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog</td>
</tr>
<tr>
<td>2020</td>
<td>$95,746</td>
<td>Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog</td>
</tr>
<tr>
<td>2021</td>
<td>$118,091</td>
<td>Fund the purchase of instrumentation to be used for forensic analysis of driving under the influence cases. This will replace outdated equipment and to</td>
</tr>
</tbody>
</table>

If this is a recurring grant, please list the funding amount applied for and awarded in the past:
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**

<table>
<thead>
<tr>
<th>Does this grant require CEQA findings?</th>
<th>Yes □</th>
<th>No ☑</th>
</tr>
</thead>
</table>
| What Type of Grant is this?            | Competitive □ | Other Type ☑  
  Explain: Crime Labs in California allocation |
| County Match?                          | Yes □  
  Amount_____ or _____% | No ☑ |
| How will the County Match be Fulfilled? | N/A |
| Will the grant/program create new part or full-time positions? | No |

**Purpose of Grant Funds:**  
Provide a summary and brief background on why the Board of Supervisors should accept this grant application/award, and how the grant will be implemented.

The Paul Coverdell Forensic Science Improvement Grants Program awards funds to help improve the quality and timeliness of forensic science services. Funds are awarded to accredited law enforcement laboratories based on the number of managers, forensic scientists, forensic specialists and technicians in the laboratory. The performance period for this grant is April 1, 2023 to June 30, 2024. Grant funds are intended to be used to fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog.


<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes □</th>
<th>No ☑</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Recommended Action/Special Instructions**  
(Please specify below)

Request approval to accept the Paul Coverdell Forensic Science Improvement Grants Program funding.

**Department Contact:**  
List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.

Stephanie Callian, Acting Director  
Orange County Crime Laboratory, 714-834-4510, scallian@ocsheriff.gov

**Name of the individual attending the Board Meeting:**  
List the name of the individual who will be attending the Board Meeting for this Grant Item:

Joseph Jiaing, Assistant Director  
Orange County Crime Laboratory, 714-834-4510 jiaing@ocsheriff.gov
The Orange County Crime Laboratory (OCCL) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OCCL tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up to date Toxicology services, the laboratory plans to purchase instrumentation and to supplement the toxicology staff with overtime to validate instrumentation and improve turnaround times through funding from the California Highway Patrol’s Cannabis Tax Fund Grant Program (CTFGP). The cost for the total compensation for equipment and overtime for current staff is $512,050. The grant period is July 1, 2023 through June 30, 2025.
<table>
<thead>
<tr>
<th>Board Resolution Required?</th>
<th>Yes X</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy County Counsel Name:</td>
<td>Wendy Phillips, Sr. Deputy County Counsel, approved the resolution.</td>
<td></td>
</tr>
<tr>
<td>(Please list the Deputy County Counsel that approved the Resolution)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Action/Special Instructions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Please specify below)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Approve award of the Toxicology Laboratory Automation and Efficiency Improvement 2023/2025 grant through the California Highway Patrol’s Cannabis Tax Fund Grant Program in the amount of $512,050.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Adopt the attached resolution for the Toxicology Laboratory Automation and Efficiency Improvement 2023/2025 grant through the California Highway Patrol’s Cannabis Tax Fund Grant Program authorizing the Director of the Orange County Crime Laboratory to execute the Grant Agreement, any subsequent amendments and related documents that do not materially alter the terms of the grant award.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department Contact :</td>
<td>Bruce Lyle, <a href="mailto:Blyle@ocsheriff.gov">Blyle@ocsheriff.gov</a> 714-834-4510</td>
<td></td>
</tr>
<tr>
<td>Name of the individual attending the Board Meeting:</td>
<td>Bruce Lyle, Assistant Director of the Orange County Crime Lab</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA
June 27, 2023

WHEREAS, the County of Orange, Sheriff-Coroner, applied to the Department of California Highway Patrol for the Orange County Crime Laboratory to receive grant funds from the Cannabis Tax Fund Grant Program; and

WHEREAS, the Department of California Highway Patrol, has approved the Orange County Crime Laboratory to receive $512,050 in grant funds to reduce and mitigate the impacts of impaired driving in the County of Orange and now requires a resolution accepting these grant funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Orange accepts the grant award from Department of California Highway Patrol in the amount of $512,050 to reduce and mitigate the impacts of impaired driving.

BE IT FURTHER RESOLVED, that the Director of the Orange County Crime Laboratory is authorized to execute the Grant Agreement, any subsequent amendments and related documents with the Department of California Highway Patrol that do not materially alter the terms of the grant award.
**CEO-Legislative Affairs Office**  
**Grant Authorization eForm**  

**GRANT APPLICATION / ☒ GRANT AWARD**

<table>
<thead>
<tr>
<th><strong>Today’s Date:</strong></th>
<th>June 19, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requesting Agency/Department:</strong></td>
<td>Health Care Agency</td>
</tr>
<tr>
<td><strong>Grant Name and Project Title:</strong></td>
<td>CalFresh Healthy Living Program (CFHL)</td>
</tr>
</tbody>
</table>
| **Sponsoring Organization/Grant Source:**  
(If the grant source is not a government entity, please provide a brief description of the organization/foundation) | California Department of Public Health (CDPH) |
| **Application Amount Requested:** | N/A |
| **Application Due Date:** | N/A |
| **Board Date when Board Approved this Application:** | 08/09/2022 |
| **Awarded Funding Amount:** | $12,645,968 |
| **Notification Date of Funding Award:** | June 13, 2023 |
| **Is this an Authorized Retroactive Grant Application/Award?** | No |

(If yes, attach memo to CEO)

<table>
<thead>
<tr>
<th><strong>Recurrence of Grant</strong></th>
<th>New ☐ Recurrent ☒ Other ☐ Explain:</th>
</tr>
</thead>
</table>

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

- FFY16-19 $10,742,190
- FFY19-22 $9,825,264
- FFY22-23 $3,275,088

<table>
<thead>
<tr>
<th><strong>Does this grant require CEQA findings?</strong></th>
<th>Yes ☐ No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What Type of Grant is this?</strong></td>
<td>Competitive ☐ Other Type ☒ Explain: Annual Allocation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>County Match?</strong></th>
<th>Yes ☐ Amount ____ or ____ % No ☒</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>How will the County Match be Fulfilled?</strong></td>
<td>N/A</td>
</tr>
</tbody>
</table>

(Please include the specific budget)

<table>
<thead>
<tr>
<th><strong>Will the grant/program create new part or full-time positions?</strong></th>
<th>No ☒</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>Purpose of Grant Funds:</strong></th>
<th>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</th>
</tr>
</thead>
</table>

The purpose of this Grant is to provide Supplemental Nutrition Assistance Program-Education (SNAP-Ed) allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living program in the county. The negative health effects of obesity and resulting chronic disease are well-documented. The focus of the project is health promotion and community change efforts to help the target audience (SNAP-Ed eligible Californians) establish healthy eating habits and a physically active lifestyle and for primary prevention of disease.

As the local health department (LHD), Health Care Agency, is to implement local nutrition education and obesity prevention programs and act as the lead agency in concert with other public health programs and community-based organizations for delivery of services.

| **Board Resolution Required?**  
(Please attach document to eForm) | Yes ☐ No ☒ |
|-----------------------------------|-------------|
| **Deputy County Counsel Name:**  
( Please list the Deputy County Counsel that approved the Resolution) | |
The HCA respectfully requests that the Board takes the following action:

1. Accept the CalFresh Healthy Living Program (CFHL) grant award in the total amount of $12,645,968 for the period of October 1, 2023 through September 30, 2026.

2. Approve the Grant Agreement Number 23-10332 and authorize the Health Care Agency Director, or designee, to execute the agreement and such future amendments thereto that do not change the agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the agreement.

3. Authorize the Health Care Agency Director, or designee, to sign the Grant Agreement Number 23-10332, and Certification Regarding Lobbying.

**Department Contact:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regina Chinsio-Kwong DO</td>
<td>714-834-2729, <a href="mailto:RChinsioKwong@ochca.com">RChinsioKwong@ochca.com</a></td>
</tr>
</tbody>
</table>

**Name of the individual attending the Board Meeting:**

Dr. Regina Chinsio-Kwong
## GRANT APPLICATION / ☐ GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 15, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Violence Against Women Vertical Prosecution Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Governor’s Office of Emergency Services</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$202,545</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>July 14, 2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant:</td>
<td>New ☒ Recurrent ☐ Other ☐ Explain:</td>
</tr>
</tbody>
</table>

If this is a recurring grant, please list the funding amount applied for and awarded in the past:

Does this grant require CEQA findings? | Yes ☐ No ☒

What Type of Grant is this? | Competitive ☒ Other Type ☐ Explain: |

County Match? | Yes ☒ Amount $67,515 of 25% of total project cost No ☐

How will the County Match be Fulfilled? (Please include the specific budget) | An in-kind match equal to 25 percent of the total project cost will be fulfilled through the District Attorney’s FY 23-24 Budget.

Will the grant/program create new part or full-time positions? | No new position is required.

Purpose of Grant Funds: | Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The Violence Against Women Vertical Prosecution Program seeks to improve the criminal justice system’s processing of violent crimes against women through a coordinated, multi-disciplinary, prosecutorial response including specialized units with a highly qualified prosecutor and victim advocate.

The proposed program will fund a specialized Domestic Violence Vertical Prosecution Team within the Family Protection Unit. The team will consist of a full-time deputy district attorney and a part-time victim advocate. The team will focus on the most serious of the domestic violence cases and maintain a reduced caseload to allow more time for specialized attention to victims.

Board Resolution Required? (Please attach document to eForm) | Yes ☐ No ☒

Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution) | James Harman, Deputy County Counsel
<table>
<thead>
<tr>
<th><strong>Recommended Action/Special Instructions</strong>&lt;br&gt;(Please specify below)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>The District Attorney requests authorization to proceed with the application and for the District Attorney or designee to sign all necessary documents required for the submission of the application to the California Governor's Office of Emergency Services.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Department Contact:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Pettit  (714) 347-8440 <a href="mailto:Matthew.Pettit@ocdapa.org">Matthew.Pettit@ocdapa.org</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name of the individual attending the Board Meeting:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Bogardus</td>
<td></td>
</tr>
</tbody>
</table>
### GRANT APPLICATION / GRANT AWARD

<table>
<thead>
<tr>
<th>Today’s Date:</th>
<th>June 15, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requesting Agency/Department:</td>
<td>District Attorney</td>
</tr>
<tr>
<td>Grant Name and Project Title:</td>
<td>Organized Retail Theft Vertical Prosecution Grant Program</td>
</tr>
<tr>
<td>Sponsoring Organization/Grant Source:</td>
<td>California Board of State and Community Corrections</td>
</tr>
<tr>
<td>Application Amount Requested:</td>
<td>$2,050,000</td>
</tr>
<tr>
<td>Application Due Date:</td>
<td>July 7, 2023</td>
</tr>
<tr>
<td>Board Date when Board Approved this Application:</td>
<td>N/A</td>
</tr>
<tr>
<td>Awarded Funding Amount:</td>
<td>N/A</td>
</tr>
<tr>
<td>Notification Date of Funding Award:</td>
<td>N/A</td>
</tr>
<tr>
<td>Is this an Authorized Retroactive Grant Application/Award?</td>
<td>No</td>
</tr>
<tr>
<td>Recurrence of Grant</td>
<td>New ☒  Recurrent ☐  Other ☐  Explain:</td>
</tr>
<tr>
<td>If this is a recurring grant, please list the funding amount applied for and awarded in the past:</td>
<td></td>
</tr>
<tr>
<td>Does this grant require CEQA findings?</td>
<td>Yes ☐  No ☒</td>
</tr>
<tr>
<td>What Type of Grant is this?</td>
<td>Competitive ☒  Other Type ☐  Explain:</td>
</tr>
<tr>
<td>County Match?</td>
<td>Yes ☐  Amount ___ or ___% of total project cost  No ☒</td>
</tr>
<tr>
<td>How will the County Match be Fulfilled?</td>
<td>N/A</td>
</tr>
<tr>
<td>Will the grant/program create new part or full-time positions?</td>
<td>No new position is required.</td>
</tr>
<tr>
<td>Purpose of Grant Funds:</td>
<td>Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.</td>
</tr>
</tbody>
</table>

The Organized Retail Theft Vertical Prosecution Grant Program awards competitive grants to California District Attorneys to address increased levels of retail theft property crimes by using a vertical prosecution model. The grant award is for a three-year term.

The proposed program will fund a specialized Organized Retail Theft Vertical Prosecution Team within the Gang Unit. The team will consist of a full-time deputy district attorney and a full-time investigator whose primary role is the investigation and prosecution of organized retail theft crimes.

| Board Resolution Required? | Yes ☐  No ☒ |
| Deputy County Counsel Name: | James Harman, Deputy County Counsel |
| Recommended Action/Special Instructions | (Please specify below) |

Grant Authorization e-Form
The District Attorney requests authorization to serve as the applicant entity for the Organized Retail Theft Vertical Prosecution Grant Program on behalf of the County of Orange and for the District Attorney or designee to sign all necessary documents required for the submission of the application to the California Board of State and Community Corrections.

<table>
<thead>
<tr>
<th>Department Contact</th>
<th>List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Pettit</td>
<td>(714) 347-8440 <a href="mailto:Matthew.Pettit@ocdapa.org">Matthew.Pettit@ocdapa.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of the individual attending the Board Meeting</th>
<th>List the name of the individual who will be attending the Board Meeting for this Grant Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keith Bogardus</td>
<td></td>
</tr>
</tbody>
</table>
Revision to ASR and/or Attachments

Date:       June 21, 2023
To:         Clerk of the Board of Supervisors
CC:         County Executive Office
From:       Frank Kim, Chief Executive Officer
Re:         ASR Control #: 23-000536, Meeting Date 06/27/2023, Item No. # 76
Subject:    Approve Fiscal Year 2023-24 Final Budget

Explanation:

The above-mentioned ASR is revised to include the results of the Board of Supervisors’ non-binding straw votes and responses to Board Directives issued at the June 13, 2023, Public Budget Hearing and to add Recommended Actions No. 26, 27, 28 and 29 and revise 8 and 23.

☑ Revised Recommended Action(s)

8. Direct Human Resource Services to adjust position counts to reconcile with FY-2023-24 Public Budget Hearings straw votes resulting in a net addition of 199 positions (196 regular and 3 limited-term), as detailed in Exhibit 9-B in Attachment A.

23. Approve the use of an amount not to exceed $3 million per each Board of Supervisors Office for District Discretionary Projects benefiting County residents.
   a. Find, per Government Code Section 26227, that the district discretionary expenditures will serve a public purpose and are deemed necessary to meet the social needs of County residents.
   b. Authorize the use of district discretionary funds for programs providing healthcare, housing assistance, workforce development, education, childcare, infrastructure projects and equipment, and meal gap programs; grant monies to local governments including school districts, and/or non-profits; programs aiding veterans and residents experiencing or at risk of homelessness; and economic support, including arts-related small businesses and non-profit organizations that support local programs around the County.
   c. Authorize and direct the County Executive Officer or his designee to negotiate and enter into agreements as necessary to effectuate the purposes of the district discretionary funding allocation, including, but not limited to, execution of agreements with fund recipients, as identified by the District Supervisor.
   d. Direct the Auditor-Controller to make related payments as necessary to effectuate the purposes of the district discretionary funding allocation, including, but not limited to Cal-Card, electronic fund transfers or check payments.

☑ Added Recommended Action(s)
26. Authorize the County Procurement Officer or Deputized designee to purchase Cash Alternatives through December 31, 2023, and to incorporate ongoing authority for the purchase of Cash Alternatives into the 2024 Contract Policy Manual update; and direct County departments, if applicable, to develop written Departmental Cash Alternative Procedures to be effective January 1, 2024, that are consistent with the County Cash Alternative policy, and which set forth internal controls for the purchase and distribution of Cash Alternatives including procedures to ensure compliance with applicable tax requirements relating to the distribution of Cash Alternatives.

27. Direct and authorize the County Procurement Officer to develop and implement interim procedures for the purchase of Cash Alternatives to be used by County departments through December 31, 2023.

28. Authorize the County Procurement Officer or Deputized designee to purchase travel and food for non-employee County department clients receiving services from the County; and to incorporate ongoing authority for these purchases into the 2024 Contract Policy Manual update.

29. Authorize the County Procurement Officer or Deputized designee to procure Court-ordered goods and services and to incorporate ongoing authority for procurement of Court-ordered goods and services into the 2024 Contract Policy Manual update; and authorize the Auditor-Controller to make related payments.

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

Attachment A - FY 2023-24 Final Budget Resolution Package

Attachment B - FY 2023-24 Final Budget Resolution
FY 2023-24
FINAL BUDGET
ASR
RESOLUTION &
EXHIBITS
FY 2023-24 FINAL BUDGET RESOLUTION
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

June 27, 2023

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Adopt the Fiscal Year 2023-24 Recommended Budget as the Fiscal Year 2023-24 Final Budget for the County of Orange, subject to the following:
   A. The changes detailed in Exhibits 1 through 9, Attachment A;
   B. The Budget be adopted by appropriation for each budget unit, including the following expenditure objects: Salaries and Employee Benefits; Service and Supplies; Other Charges; Capital Assets; Land; Structure and Improvements; Infrastructure; Land Use Rights Non-Amortizable; Land Use Rights Amortizable; Capital Asset Disposition; Other Financing Uses; Special Items; Intrafund Transfers; Appropriations for Contingencies; and Miscellaneous;
   C. The Auditor-Controller is directed to maintain control over appropriations by object and not sub-object, except when otherwise required by law; and
   D. The net addition of 199 positions (196 regular and 3 limited term) as detailed on Exhibit 9-B, Attachment A.

2. Amend the Master Position Control to reflect the employee position changes effected by the foregoing budget action.
FY 2023-24
FINAL BUDGET
EXHIBITS
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EXHIBIT 1-A

EXPENSE BUDGET ADJUSTMENTS BY CATEGORY
(CEO0031 Report)
Attachment A

County of Orange

Report ID: CEO0031 - Budget Adjustments by Category

Expense Adjustments by Category

Run Date: 6/19/23

FY 2023-24

Run Time: 10:22:31 AM

BC

Services &
Supplies
Reimbursements

Services
&
Supplies

Salaries &
Benefits

Other
Charges

Equipment

Structures &
Improvements

Land

Intangible
AssetsAmortizable

Infrastructure

Page: 1 of 7

Capital
Assets
Disposition

Other
Financing
Uses

Special
Items

Intrafund
Transfers

Approps For
Conting.

Total
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Misc

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**County of Orange**

**Expense Adjustments by Category**

**FY 2023-24**

**Run Date:** 6/19/23

**Run Time:** 10:22:31 AM
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Attachment A

County of Orange

Report ID: CEO0031 - Budget Adjustments by Category

Expense Adjustments by Category

Run Date: 6/19/23

FY 2023-24

Run Time: 10:22:31 AM

BC

Services &
Supplies
Reimbursements

Services
&
Supplies

Salaries &
Benefits

Other
Charges

Equipment

Structures &
Improvements

Land

Intangible
AssetsAmortizable

Infrastructure

Page: 5 of 7

Capital
Assets
Disposition

Other
Financing
Uses

Special
Items

Intrafund
Transfers

Approps For
Conting.

Total
Adjustments

Misc

FY 23-24
Recommended
Budget

FY 23-24
Adopted
Budget

279

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Page 11 of 650


# County of Orange

## Expense Adjustments by Category

### FY 2023-24

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**General Total**

| 20,385,085 | 21,156,384 | 0 | 3,550,021 | 281,617 | 0 | 0 | 0 | 0 | 0 | 0 | 1,129,088 | 0 | -2,048,325 | -22,084,548 | 0 | 22,349,322 | 4,880,614,460 | 4,902,963,782 |

**Non-General Total**

| 1,856,648 | -943,048 | 0 | 0 | 1,283,400 | 0 | 0 | 0 | 0 | 0 | 2,621,765 | 0 | 0 | 0 | 0 | 4,818,765 | 4,384,405,884 | 4,389,224,749 |
## Expense Adjustments by Category

**County of Orange**

### FY 2023-24

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**Note:**
- The table above shows the adjusted budget for various categories for fiscal year 2023-24.
- The adjustments include changes from the recommended budget to the adopted budget.
- The grand total reflects the overall adjustment from the recommended to the adopted budget for the county.
EXHIBIT 1-B

INTRAFUND/OPERATING TRANSFER ADJUSTMENT (DETAIL)
<table>
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<th>OTHER FINANCING USES (4700-4809)</th>
<th>INTRAFUND TRANSFERS ($100)</th>
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EXHIBIT 1-C

EQUITY TRANSFERS/CONTINGENCIES/MISC. ADJUSTMENT (DETAIL)
## COUNTY OF ORANGE
### FY 2023-24 ADOPTED BUDGET
#### DETAIL OF BUDGET ADJUSTMENTS BY CATEGORY
##### CONTINGENCIES/MISCELLANEOUS

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<th>APPROPRIATIONS FOR CONTINGENCIES (5200)</th>
<th>MISCELLANEOUS (5300-5600)</th>
<th>TOTAL CONTINGENCIES/ MISCELLANEOUS</th>
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EXHIBIT 1-D

BUDGETED APPROPRIATIONS BY
BUDGET CONTROL AND OBJECT
(B0001 Report)
## Budget Control: 002 - Assessor

<table>
<thead>
<tr>
<th>Account</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM  
**Page:** 5 of 287

### Budget Control: 003 - Auditor-Controller

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Services & Supplies Category Sub-Total**

**FY 23-24 Adopted Budget**

**Page 23 of 650**
## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 003 - Auditor-Controller

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*Attachment A*
### Budget Request - Expense Estimate

**FY 2023-24**

<table>
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<tr>
<th>Object</th>
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<th>FY 23-24 Adopted Budget</th>
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<tbody>
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**Budget Control: 004 - Miscellaneous**

- **Services & Supplies Category Sub-Total**: 688,259
- **2,348,072**
- **2,548,859**
- **3,439,344**
- **3,439,344**

- **Contributions to Non-County Government Agencies**: 6,662,779
- **4,709,284**
- **3,029,440**
- **3,580,546**
- **3,580,546**

- **Other Charges Category Sub-Total**: 10,362,779
- **4,709,284**
- **3,029,440**
- **3,580,546**
- **3,580,546**

- **Transfers Out - to Funds 101-199**: 13,205,696
- **15,051,420**
- **12,730,300**
- **27,796,000**
- **27,796,000**

- **Transfers Out - to Funds 2AA-299**: 84,587
- **360,000**
- **360,000**
- **367,000**
- **367,000**

**Other Financing Uses Category Sub-Total**: 13,290,283
- **15,411,420**
- **13,090,300**
- **28,163,000**
- **28,163,000**

- **Special Items**: 0
- **301,410**
- **301,410**
- **0**
- **0**

- **Special Items Category Sub-Total**: 0
- **301,410**
- **301,410**
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- **0**

- **Intrafund Transfers**: -662,065
- **-672,031**
- **-672,031**
- **-672,031**
- **-672,031**

- **Intrafund Transfers Category Sub-Total**: -662,065
- **-672,031**
- **-672,031**
- **-672,031**
- **-672,031**

- **Appropriation for Contingencies**: 0
- **27,638,549**
- **27,638,549**
- **106,558,293**
- **84,473,745**

**Appropriation for Contingencies Category Sub-Total**: 0
- **27,638,549**
- **27,638,549**
- **106,558,293**
- **84,473,745**

**004 Miscellaneous Total**: 23,679,255
- **49,736,704**
- **45,936,527**
- **141,069,152**
- **118,984,604**
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### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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**Salaries & Benefits Category Sub-Total**  
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1,743,310  

**Services & Supplies Category Sub-Total**  
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150,661  

**Intrafund Transfers Category Sub-Total**  
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-101,078  
-44,165  
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 008 - Board of Supervisors - 3rd District

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**Salaries & Benefits Category Sub-Total**

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<th>FY 22-23 AF2 Total Estimate</th>
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**Services & Supplies Category Sub-Total**

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**008 Board of Supervisors - 3rd District Total**

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## Budget Request - Expense Estimate

**County of Orange**

**Budget Request - Expense Estimate**

**FY 2023-24**

### Budget Control: 011 - Clerk of the Board

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**011 Clerk of the Board Total**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 012 - OC Community Resources

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# Budget Request - Expense Estimate
## FY 2023-24

### County of Orange

**Report ID:** B0001 - Appropriations Request  
**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM  
**Page:** 17 of 287

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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**014 CAPS Program Total**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 015 - Property Tax System Centralized O&M Support

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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**Budget Control: 017 - County Executive Office**
# County of Orange

## Budget Request - Expense Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>Object</td>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
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<td>-16,925,763</td>
<td>-16,925,763</td>
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017 County Executive Office Total | 21,489,987 | 81,429,356 | 73,525,240 | 69,806,375 | 71,514,618 |
## Budget Control: 019 - Capital Acquisition Financing

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
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<p>| 019 Capital Acquisition Financing Total | 1,619,457 | 1,701,000 | 1,658,464 | 1,926,271 | 1,926,271 |</p>
<table>
<thead>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td>2900</td>
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## Budget Control: 024 - OC Animal Care

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### Budget Control: 025 - County Counsel

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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 026 - District Attorney - Public Administrator

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>Object</td>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Budget Control: 027 - Child Support Services

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Services & Supplies Category Sub-Total:**

- FY 21-22 Actuals (CY+PY Exp): 8,733,587
- FY 22-23 Modified Budget: 9,652,297
- FY 22-23 AF2 Total Estimate: 9,724,442
- FY 23-24 Recommended Budget: 9,793,910
- FY 23-24 Adopted Budget: 9,793,910
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027 Child Support Services Total

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## Budget Control: 029 - Public Administrator

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**029 Public Administrator Total**

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<thead>
<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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Budget Control: 029 - Public Administrator

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<th>FY 23-24 Adopted Budget</th>
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**Budget Request - Expense Estimate**

**County of Orange**

**FY 2023-24**

<table>
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<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Salaries & Benefits Category Sub-Total**

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<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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### Budget Control: 030 - HCA Public Guardian

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 030 - HCA Public Guardian

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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# Budget Request - Expense Estimate

## Fiscal Year 2023-24

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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Total Services & Supplies Category Sub-Total:** 13,167,825

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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**Total Equipment Category Sub-Total:** 102,669

**Total Intangible Assets-Amortizable Category Sub-Total:** 203,710

**Total Other Financing Uses Category Sub-Total:** 19,451

Page 61 of 650
## Budget Control: 031 - Registrar of Voters

<table>
<thead>
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<th>Object</th>
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### 031 Registrar of Voters Total

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## Budget Request - Expense Estimate

**County of Orange**

**Run Date:** 6/19/23

**Run Time:** 11:00:21 AM

**Page:** 45 of 287

### Budget Control: 034 - OC Watersheds

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## Budget Control: 034 - OC Watersheds

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<th>FY 22-23 AF2 Total Estimate</th>
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**034 OC Watersheds Total**: 14,136,599 17,527,092 17,015,435 18,873,948 19,331,206
## Budget Control: 035 - CEO Real Estate

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# Budget Request - Expense Estimate

**County of Orange**  
**Run Date:** 6/19/23  
**Budget Request - Expense Estimate**  
**Run Time:** 11:00:21 AM  
**FY 2023-24**  
**Page:** 48 of 287

## Budget Control: 035 - CEO Real Estate

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<tr>
<th>Object</th>
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<th>Actuals (CY+PY Exp)</th>
<th>Modified Budget</th>
<th>AF2 Total Estimate</th>
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**Services & Supplies Category Sub-Total**  
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5,376,019
## Budget Control: 035 - CEO Real Estate

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 22-23 AF2 Total Estimate</td>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Budget Control: 037 - OCIT Shared Services**

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<th>Account Title</th>
<th>FY 21-22 Actu (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<tr>
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## Budget Request - Expense Estimate

**County of Orange**

**Budget Control: 039 - IBM Mainframe**

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<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 23-24 Adopted Budget</td>
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Services & Supplies Category Sub-Total

Services & Supplies Reimbursements Category Sub-Total

Page 75 of 650
## Budget Request - Expense Estimate

**County of Orange**

**Report ID:** B0001 - Appropriations Request  
**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

### FY 2023-24

#### County of Orange

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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#### Services & Supplies Category Sub-Total

- FY 2023-24 Recommended Budget: 585,885
- FY 2023-24 Adopted Budget: 585,885
### Budget Control: 042 - Health Care Agency

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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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### Budget Control: 042 - Health Care Agency

<table>
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2602</td>
<td>Garage Expense</td>
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| 042 Health Care Agency Total | 875,166,992 | 1,075,934,218 | 990,273,071 | 1,153,950,931 | 1,166,177,542 |
## Budget Control: 045 - Juvenile Justice Commission

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
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<td>176,336</td>
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<td>180,151</td>
<td>176,336</td>
<td>180,151</td>
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<p>|        | <strong>Total</strong>                           | 142,267                      | 180,151                  | 176,336                      | 180,151                      | 180,151                    |</p>
<table>
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

<table>
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## Budget Control: 052 - OC Campaign Finance and Ethics Commission

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## Budget Control: 052 - OC Campaign Finance and Ethics Commission

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 054 - Human Resource Services

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# County of Orange

## Budget Request - Expense Estimate

### FY 2023-24

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## County of Orange
### Budget Request - Expense Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Salaries & Benefits Category Sub-Total**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 056 - Employee Benefits

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<th>FY 23-24 Recommended Budget</th>
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## Budget Control: 056 - Employee Benefits

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 057 - Probation

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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>3251</td>
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## Budget Request - Expense Estimate

**FY 2023-24**

**Budget Control: 058 - Public Defender**

<table>
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<tr>
<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</tbody>
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**Salaries & Benefits Category Sub-Total**

78,008,318 89,606,784 87,359,113 86,980,667 88,002,605
## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

<table>
<thead>
<tr>
<th>Object</th>
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<tbody>
<tr>
<td>0740</td>
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<td>Telephone Service Charges from Vendors</td>
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**Budget Control: 058 - Public Defender**

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**Services & Supplies Category Sub-Total**: 9,785,433

**FY 2023-24 Recommended Budget**: 13,603,067

**FY 2023-24 Adopted Budget**: 14,014,470

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**Run Date**: 6/19/23

**Run Time**: 11:00:21 AM

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**Report ID**: B0001 - Appropriations Request

---

**Attachment A**
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Request - Expense Estimate

**County of Orange**

**Budget Control: 059 - Clerk-Recorder**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 060 - Sheriff-Coroner

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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# County of Orange
## Budget Request - Expense Estimate
### FY 2023-24

### Budget Control: 060 - Sheriff-Coroner

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>2309</td>
<td>Minor Small Tools/Instruments to be Controlled</td>
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<tr>
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**060 Sheriff-Coroner Total**

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## Budget Control: 063 - Social Services Agency

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Report ID: 0001 - Appropriations Request  
**County of Orange**

### Budget Request - Expense Estimate  
**FY 2023-24**

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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
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**063 Social Services Agency Total**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 071 - Building & Safety General Fund

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## Budget Control: 071 - Building & Safety General Fund

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### 071 Building & Safety General Fund Total

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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

### Object: Budget Control: 074 - Treasurer-Tax Collector

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Other Charges Category Sub-Total

**Services & Supplies Category Sub-Total**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>502,245</td>
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<td>Interest on Bonds</td>
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**Page 96 of 287**
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 079 - Internal Audit

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### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**079 Internal Audit Total**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
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## Budget Control: 080 - OC Public Works

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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Adopted Budget</td>
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<p>| 080 OC Public Works Total | 54,162,012 | 76,994,291 | 64,934,361 | 73,818,246 | 74,917,701 |</p>
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<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 086 - FEMA Reimbursements

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<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>Special Items Category Sub-Total</td>
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### Budget Control: 100 - County General Fund-Level Transactions

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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100 County General Fund-Level Transactions Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>358,955,650</td>
<td>42,786,171</td>
<td>254,056,744</td>
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<tr>
<td>Object</td>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
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<tr>
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<tr>
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**Budget Control: 102 - Social Services Agency (SSA) Leased Facilities**

**Total**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

#### FY 21-22 Actuals (CY+PY Exp)

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### 104 Criminal Justice Facilities - Accumulative Capital Outlay Total

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## Budget Control: 106 - County Tidelands - Newport Bay

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108 OC Dana Point Harbor Total

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## Budget Control: 109 - County Automated Fingerprint Identification

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| Sub-Total | Salaries & Benefits Category | 1,703,756 | 1,733,865 | 1,901,335 | 1,963,159 | 1,963,159 |
| Sub-Total | Services & Supplies Category | 38,947     | 87,821    | 49,700    | 90,744     | 90,744     |

| Sub-Total | Other Charges Category | 0 | 399,615 | 0 | 0 | 0 |

<p>| Sub-Total | Special Items Category | 0 | 185,487 | 0 | 232,787 | 232,787 |</p>
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## Budget Request - Expense Estimate

**County of Orange**

**Budget Request - Expense Estimate**

**FY 2023-24**

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## Budget Request - Expense Estimate

**County of Orange**

**Budget Control: 115 - OC Road**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

**County of Orange**

**Budget Request - Expense Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>1500</td>
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**Budget Control: 115 - OC Road**

**Services & Supplies Category Sub-Total**

- FY 21-22 Actuals (CY+PY Exp): 31,907,954
- FY 22-23 Modified Budget: 43,116,510
- FY 22-23 AF2 Total Estimate: 47,230,177
- FY 23-24 Recommended Budget: 44,485,685
- FY 23-24 Adopted Budget: 44,485,685

**Other Charges Category Sub-Total**

- FY 21-22 Actuals (CY+PY Exp): 702,981
- FY 22-23 Modified Budget: 8,066,367
- FY 22-23 AF2 Total Estimate: 8,066,367
- FY 23-24 Recommended Budget: 4,945,900
- FY 23-24 Adopted Budget: 4,945,900
### Budget Control: 115 - OC Road

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td>4000</td>
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### Budget Control: 116 - Narcotic Forfeiture & Seizure

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 117 - OC Housing Authority - Operating Reserves

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Adopted Budget</td>
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119 OC Public Libraries - Capital Total

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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 120 - OC Public Libraries

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 120 - OC Public Libraries

<table>
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>4000</td>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Report ID:** B0001 - Appropriations Request  
**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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### Budget Control: 122 - Motor Vehicle Theft Task Force

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>1,032,231</td>
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## County of Orange

### Budget Request - Expense Estimate

#### FY 2023-24

**Budget Control: 122 - Motor Vehicle Theft Task Force**

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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 123 - Dispute Resolution Program

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### Budget Control: 126 - Regional Narcotics Suppression Program - Other

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## Budget Control: 128 - Survey Monument Preservation

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

### Budget Control: 12A - MHSA Housing Fund

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### 12A MHSA Housing Fund Total

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 12D - Clerk-Recorder Special Revenue Fund

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**12D Clerk-Recorder Special Revenue Fund Total**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

### FY 2023-24

#### Budget Control: 12G - Real Estate Prosecution Fund

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<th>FY 22-23 AF2 Total Budget Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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## Budget Control: 12H - Proposition 64 - Consumer Protection

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<th>FY 22-23 AF2 Total Estimate</th>
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### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

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## Budget Request - Expense Estimate

**FY 2023-24**

### Budget Control: 12L - Care Coordination Fund

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 12M - OC CARES Fund

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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## County of Orange
### Budget Request - Expense Estimate

**FY 2023-24**

**Budget Control: 12S - SSA Donations & Fees**

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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 12W - SSA Wraparound

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132 Sheriff Narcotics Program - Department of Justice Total

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 133 - Sheriff Narcotics Program - Other

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| 133 Sheriff Narcotics Program - Other Total | 1,151,139 | 3,208,247 | 3,340,456 | 413,198 | 413,198 |

Report ID: B0001 - Appropriations Request
Run Date: 6/19/23
Run Time: 11:00:21 AM
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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Budget Control: 134 - Orange County Jail Fund
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## Budget Request - Expense Estimate

**County of Orange**

**FY 2023-24**

### Budget Control: 137 - Parking Facilities

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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Salaries & Benefits Category Sub-Total**

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<th>FY 22-23 AF2 Total Estimate</th>
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### Budget Control: 137 - Parking Facilities

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<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 138 - Medi-Cal Administrative Activities/Targeted Case Management

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<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

**County of Orange**

### FY 2023-24

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<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 13B - Traffic Violator Fund

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 13N - OC Tobacco Settlement Fund

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Page 172 of 650
## Budget Control: 13P - State Criminal Alien Assistance Program (SCAAP)

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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 22-23 AF2 Total Estimate</td>
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<td>FY 23-24 Adopted Budget</td>
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**13R Sheriff-Coroner Replacement & Maintenance Fund (SCRAM) Total**
3,167,122  23,764,915  2,779,654  23,903,466  23,903,466
## Budget Control: 13S - Emergency Medical Services

<table>
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>7,653,135</td>
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### 13S Emergency Medical Services Total

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<th>FY 22-23 AF2 Total Estimate</th>
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### Budget Control: 13T - HCA Purpose Restricted Revenues

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>4800</td>
<td>Transfers Out - to Fund 100</td>
<td>4,967,448</td>
<td>6,709,557</td>
<td>5,275,586</td>
<td>5,124,233</td>
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<td>6,709,557</td>
<td>5,275,586</td>
<td>5,124,233</td>
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<tr>
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<td>Special Items</td>
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<td>600,000</td>
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<td><strong>Total</strong></td>
<td><strong>13T HCA Purpose Restricted Revenues</strong></td>
<td><strong>4,967,448</strong></td>
<td><strong>7,309,557</strong></td>
<td><strong>5,275,586</strong></td>
<td><strong>5,724,233</strong></td>
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### Budget Control: 13U - HCA Interest Bearing Purpose Restricted Revenue

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
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**Total**

| 13U HCA Interest Bearing Purpose Restricted Revenue Total | 5,166,894 | 20,575,600 | 20,575,600 | 282,407 | 282,407 |
## Budget Control: 13W - HCA Realignment

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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### Budget Control: 13Y - Mental Health Services Act

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>Investment Administrative Fees</td>
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<td>135,000</td>
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<td>382,118,663</td>
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<td>323,518,733</td>
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<td>FY 23-24 Recommended Budget</td>
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13Z Bioterrorism Center for Disease Control Fund Total 2,141,954 5,150,881 4,952,352 5,056,587 5,056,587
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>1900</td>
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## Budget Request - Expense Estimate

### FY 2023-24

**County of Orange**

<table>
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 141 - Sheriff's Substations Fee Program

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

### FY 2023-24

### Salaries & Benefits Category Sub-Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Services & Supplies Category Sub-Total:**

2,868,247 | 3,899,783 | 3,412,515 | 2,813,654 | 2,813,654

**Equipment (Purchases over $5,000):**

0 | 130,000 | 0 | 130,000 | 130,000

**IT Equipment (Purchases over $5,000):**

0 | 285,000 | 0 | 300,000 | 300,000

**Equipment Category Sub-Total:**

0 | 415,000 | 0 | 430,000 | 430,000

**Transfers Out - to Funds 2AA-299:**

18,636 | 141,944 | 15,000 | 136,000 | 136,000

**Other Financing Uses Category Sub-Total:**

18,636 | 141,944 | 15,000 | 136,000 | 136,000

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Report ID: B0001 - Appropriations Request
Run Date: 6/19/23
Run Time: 11:00:21 AM
Page: 167 of 287
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<th>FY 22-23 Modified Budget</th>
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<th>FY 23-24 Adopted Budget</th>
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<td>0352</td>
<td>Workers Compensation - General</td>
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<tr>
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<td>Medicare</td>
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<td>18,472</td>
<td>18,896</td>
<td>17,916</td>
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<td>0403</td>
<td>Optional Benefit Program</td>
<td>7,000</td>
<td>6,408</td>
<td>11,083</td>
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<td><strong>Salaries &amp; Benefits Category Sub-Total</strong></td>
<td><strong>2,008,128</strong></td>
<td><strong>2,133,112</strong></td>
<td><strong>2,182,406</strong></td>
<td><strong>2,077,428</strong></td>
<td><strong>2,077,428</strong></td>
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</tbody>
</table>
## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Object** | **Account Title** | **FY 21-22 Actuals (CY+PY Exp)** | **FY 22-23 Modified Budget** | **FY 22-23 AF2 Total Estimate** | **FY 23-24 Recommended Budget** | **FY 23-24 Adopted Budget**
---|---|---|---|---|---|---
0600 | Clothing and Personal Supplies | 0 | 750 | 0 | 750 | 750
0740 | Enterprise Telephone Service Charges | 79,367 | 23,127 | 26,246 | 29,127 | 29,127
0742 | Cell Phones, Pagers, BlackBerry Devices | 2,835 | 6,000 | 5,678 | 6,000 | 6,000
0900 | Food | 1,925 | 2,400 | 1,305 | 2,400 | 2,400
1000 | Household Expense | 207 | 3,500 | 283 | 3,500 | 3,500
1100 | Insurance | 5,530 | 5,885 | 5,885 | 8,449 | 8,449
1300 | Maintenance Equipment - Non-IT Maintenance | 24,029 | 55,000 | 7,154 | 10,000 | 10,000
1340 | Software Maintenance & Support | 604 | 1,296 | 0 | 1,296 | 1,296
1400 | Maintenance - Buildings and Improvements | 23,693 | 170,000 | 17,086 | 170,000 | 170,000
1402 | Minor Alterations and Improvements | 62,546 | 0 | 0 | 0 | 0
1600 | Memberships | 0 | 500 | 0 | 500 | 500
1800 | Office Expense | 69,296 | 85,000 | 74,152 | 80,000 | 80,000
1801 | Duplicating Services (CEO/Reprographics) | 149 | 800 | 0 | 308 | 308
1803 | Postage | 0 | 0 | 15 | 0 | 0
1809 | Minor Office Equipment to be Controlled | 0 | 30,000 | 0 | 30,000 | 30,000
1840 | IT Hardware Purchases (Purchases under $5,000) | 0 | 20,000 | 1,262 | 20,000 | 20,000
1900 | Professional and Specialized Services | 574,034 | 620,000 | 292,949 | 452,867 | 452,867
1911 | CWCAP Charges | 34,843 | 19,773 | 31,220 | 30,132 | 30,132
1912 | Investment Administrative Fees | 6,272 | 6,800 | 5,918 | 6,800 | 6,800
1940 | Enterprise IT Services | 0 | 1,888 | 0 | 1,888 | 1,888
1941 | IT Professional Services Contracts | 0 | 85 | 0 | 85 | 85
2100 | Rents and Leases - Equipment | 403 | 0 | 0 | 0 | 0
2110 | Short-Term Leases-Equipment | 6,689 | 8,500 | 9,630 | 9,600 | 9,600
2140 | Software Leases & Licenses | 0 | 500 | 0 | 500 | 500
2300 | Small Tools and Instruments | 177 | 1,500 | 698 | 700 | 700
2400 | Special Departmental Expense | 336,935 | 360,000 | 368,391 | 370,000 | 370,000
2600 | Transportation and Travel - General | 21,882 | 21,000 | 24,440 | 24,000 | 24,000
2601 | Private Auto Mileage | 0 | 500 | 319 | 500 | 500
2602 | Garage Expense | 9,345 | 29,823 | 6,802 | 15,114 | 15,114
2700 | Transportation and Travel - Meetings/Conferences | 0 | 500 | 256 | 500 | 500

**Services & Supplies Category Sub-Total** | **1,260,763** | **1,475,127** | **879,690** | **1,275,016** | **1,275,016**

3100 | Contributions to Non-County Government Agencies | 0 | 462,446 | 0 | 0 | 0
3100 | Other Charges Category Sub-Total | 0 | 462,446 | 0 | 0 | 0
4000 | Equipment (Purchases over $5,000) | 0 | 308,000 | 0 | 250,000 | 250,000
4000 | Equipment Category Sub-Total | 0 | 308,000 | 0 | 250,000 | 250,000
4802 | Transfers Out - to Funds 2AA-299 | 12,427 | 0 | 0 | 0 | 0
4802 | Other Financing Uses Category Sub-Total | 12,427 | 0 | 0 | 0 | 0
5000 | Special Items | 0 | 9,135,920 | 0 | 10,170,741 | 10,170,741
5000 | Special Items Category Sub-Total | 0 | 9,135,920 | 0 | 10,170,741 | 10,170,741

Page 188 of 650
<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>Budget Control: 144 - Inmate Welfare Fund</td>
<td>144 Inmate Welfare Fund Total</td>
<td>3,281,318</td>
<td>13,514,605</td>
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### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

#### Budget Control: 146 - Workforce Investment Act

<table>
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<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
<td>7,799,754</td>
<td>14,427,126</td>
<td>9,006,493</td>
<td>11,101,692</td>
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<tr>
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<td>Investment Administrative Fees</td>
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<td>0</td>
<td>200</td>
<td>200</td>
<td>200</td>
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<tr>
<td></td>
<td>Services &amp; Supplies Category Sub-Total</td>
<td>7,799,883</td>
<td>14,427,126</td>
<td>9,006,693</td>
<td>11,101,892</td>
<td>11,101,892</td>
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<tr>
<td>3100</td>
<td>Contributions to Non-County Government Agencies</td>
<td>1,716,724</td>
<td>2,000,000</td>
<td>1,520,732</td>
<td>2,682,263</td>
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<td>Other Charges Category Sub-Total</td>
<td>1,716,724</td>
<td>2,000,000</td>
<td>1,520,732</td>
<td>2,682,263</td>
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<tr>
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<td><strong>146 Workforce Investment Act Total</strong></td>
<td><strong>9,516,607</strong></td>
<td><strong>16,427,126</strong></td>
<td><strong>10,527,425</strong></td>
<td><strong>13,784,155</strong></td>
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## Budget Control: 148 - Foothill Circulation Phasing Plan

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<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
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<td>388,773</td>
<td>414,000</td>
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<td>CWCAP Charges</td>
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<td>16,000</td>
<td>10,000</td>
<td>10,000</td>
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<td>596</td>
<td>700</td>
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<td>399,369</td>
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## Budget Control: 14D - Cal-ID Operational Costs

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<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
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<td>411</td>
<td>332</td>
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<td>CWCAP Charges</td>
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<td>1,379</td>
<td>999</td>
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<td>1,284,716</td>
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<td><strong>14D Cal-ID Operational Costs Total</strong></td>
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<td><strong>1,742,506</strong></td>
<td><strong>1,296,906</strong></td>
<td><strong>1,696,610</strong></td>
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<tr>
<td>Object</td>
<td>Account Title</td>
<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
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<td>-----------------------------</td>
<td>-----------------------------</td>
<td>--------------------------</td>
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<tr>
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<td>Maintenance Equipment - Non-IT Maintenance</td>
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<td>18,075,000</td>
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<tr>
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<td>1,568,849</td>
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| 14E Cal-ID System Costs Total | 2,718,731 | 42,125,587 | 4,248,580 | 43,872,787 | 43,872,787 |
### forall Object Account Title 
#### FY 21-22 Actuals (CY+PY Exp) FY 22-23 Modified Budget FY 22-23 AF2 Total Estimate FY 23-24 Recommended Budget FY 23-24 Adopted Budget

#### Budget Control: 14G - Sheriff's Supplemental Law Enforcement Services

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
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**14G Sheriff's Supplemental Law Enforcement Services Total**

1,749,243 2,583,019 1,827,003 3,415,043 3,415,043
### Budget Control: 14H - District Attorney's Supp Law Enforcement Svcs

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
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<td>256</td>
<td>256</td>
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<td>FY 23-24 Adopted Budget</td>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## 14T Facilities Development And Maintenance Fund

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
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<td>12,816,511</td>
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### Budget Request - Expense Estimate

**County of Orange**

**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM

#### FY 2023-24

## Budget Control: 151 - South County Roadway Improvement Prog (SCRIP)

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<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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**Total**

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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

**FY 2023-24**

### Budget Control: 158 - Major Thoroughfare & Bridge Fee Program

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## Budget Control: 15B - CEO Single Family Housing

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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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### Budget Control: 15F - Orange County Housing Authority (OCHA)

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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**15F Orange County Housing Authority (OCHA) Total**

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 15G - OC Housing

**Services & Supplies Category Sub-Total**: 2,927,739

**Contributions to Non-County Government Agencies**: 3,166,017

**Taxes and Assessments**: 9,572

**Support and Care of Persons**: 1,229,421

**Other Charges Category Sub-Total**: 4,405,010

**Structures and Improvements**: 0

**Structures & Improvements Category Sub-Total**: 0

### Notes

- FY 21-22 Actuals (CY+PY Exp)
- FY 22-23 Modified Budget
- FY 22-23 AF2 Total Estimate
- FY 23-24 Recommended Budget
- FY 23-24 Adopted Budget
## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

### FY 2023-24

**Budget Control: 15H - CalHome Program Reuse Fund**

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Budget Request - Expense Estimate

### FY 2023-24

#### 15K - Limestone Rp Mitig Maint Endow

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Control: 15L - 800 Mhz Cccs

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Services & Supplies Category Sub-Total: 2,827,262

Lease Buildings and Improvements - Debt Service Principal: 0

Lease Buildings and Improvements - Debt Service Interest: 0

Other Charges Category Sub-Total: 0

Equipment (Purchases over $5,000): 1,865,119

Equipment (Purchases over $5,000): 0

Equipment Category Sub-Total: 1,865,119

Equipment Category Sub-Total: 0

Transfers Out - to Fund 100: 4,279,861

Transfers Out - to Fund 101-199: 0

Transfers Out - to Fund 101-199: 13,019

Other Financing Uses Category Sub-Total: 4,292,880

Other Financing Uses Category Sub-Total: 0

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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Budget Control: 15L - 800 Mhz Cccs**

<table>
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<th>Object</th>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM  
**Page:** 198 of 287

### Budget Control: 15N - Delta Special Revenue

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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
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<td>111,553</td>
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## County of Orange

### Budget Request - Expense Estimate

**FY 2023-24**

<table>
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<tr>
<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**15Y Teeter Series A Debt Service Total**

<table>
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<tr>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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## Budget Control: 16D - OC Animal Shelter Construction Fund

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<tbody>
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<td>CWCAP Charges</td>
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### 16D OC Animal Shelter Construction Fund Total

<table>
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<th>FY 22-23 Modified Budget</th>
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<td>FY 22-23 Recommended Budget</td>
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<tr>
<td>1900</td>
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<td><strong>Total</strong></td>
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<td><strong>550,000</strong></td>
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<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
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<td>Obligated Fund Balances Sub-Total</td>
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174 OC Road - Capital Improvement Projects Total

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Request - Expense Estimate

### FY 2023-24

#### Budget Control: 270 - Compressed Natural Gas Enterprise Fund

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
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<th>FY 23-24 Recommended Budget</th>
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**270 Compressed Natural Gas Enterprise Fund Total**

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### Budget Control: 273 - OCWR Capital Project Fund

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**273 OCWR Capital Project Fund Total**

6,474,114 154,866,849 94,588,337 117,361,244 117,361,244
### Budget Control: 274 - OCWR Corrective Action Escrow

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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### County of Orange
#### Budget Request - Expense Estimate

**FY 2023-24**

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**Budget Control: 275 - OCWR-Environmental Reserve**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 279 - OCWR - Landfill Post-Closure Maintenance

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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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**279 OCWR - Landfill Post-Closure Maintenance Total**

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<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 280 - Airport - Operating

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## Budget Control: 280 - Airport - Operating

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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<td>Special Departmental Expense</td>
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<td>Transportation and Travel - General</td>
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<td>357,000</td>
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<td>Private Auto Mileage</td>
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<tr>
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<td>Garage Expense</td>
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<td>471,263</td>
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<td>2700</td>
<td>Transportation and Travel - Meetings/Conferences</td>
<td>82,172</td>
<td>136,132</td>
<td>105,988</td>
<td>283,340</td>
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<tr>
<td>2800</td>
<td>Utilities</td>
<td>3,006</td>
<td>6,000</td>
<td>3,976</td>
<td>6,000</td>
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<tr>
<td>2801</td>
<td>Utilities - Purchased Electricity</td>
<td>2,909,809</td>
<td>2,740,000</td>
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<tr>
<td>2802</td>
<td>Utilities - Purchased Gas</td>
<td>1,723,530</td>
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<td>2,750,000</td>
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<td>785,000</td>
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<td><strong>Total</strong></td>
<td><strong>Services &amp; Supplies Category Sub-Total</strong></td>
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<td><strong>113,678,814</strong></td>
<td><strong>116,962,221</strong></td>
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## County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>4802</td>
<td>Transfers Out - to Funds 2AA-299</td>
<td>29,671,536</td>
<td>54,596,633</td>
<td>47,627,015</td>
<td>79,440,906</td>
<td>79,440,906</td>
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<tr>
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<td>Other Financing Uses Category Sub-Total</td>
<td>29,671,536</td>
<td>54,596,633</td>
<td>47,627,015</td>
<td>79,440,906</td>
<td>79,440,906</td>
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<td>Special Items</td>
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<td>54,863,090</td>
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<td>Depreciation</td>
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<td>Amortization</td>
<td>366,417</td>
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<td>Loss or Gain on Disposition of Assets</td>
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<tr>
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<td>Miscellaneous Category Sub-Total</td>
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### Budget Control: 281 - Airport Construction Fund

<table>
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>1800</td>
<td>Office Expense</td>
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<td>1912</td>
<td>Investment Administrative Fees</td>
<td>6,537</td>
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<td>35,000</td>
<td>35,000</td>
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<tr>
<td>4200</td>
<td>Services &amp; Supplies Category Sub-Total</td>
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<td>35,000</td>
<td>35,000</td>
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<tr>
<td>4802</td>
<td>Structures and Improvements</td>
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<tr>
<td>9780</td>
<td>Transfers Out - to Funds 2AA-299</td>
<td>28,898,896</td>
<td>12,167,463</td>
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<td>0</td>
<td>0</td>
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<td>Other Financing Uses Category Sub-Total</td>
<td>28,898,896</td>
<td>12,167,463</td>
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<tr>
<td></td>
<td>Net Position Reserves Sub-Total</td>
<td>0</td>
<td>0</td>
<td>46,735,482</td>
<td>0</td>
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<td></td>
<td>0</td>
<td>0</td>
<td>46,735,482</td>
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</tbody>
</table>

**281 Airport Construction Fund Total**: 28,905,636 | 72,225,463 | 93,505,964 | 120,475,000 | 120,475,000
## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Budget Control: 283 - Airport Debt Service Fund**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1900</td>
<td>Professional and Specialized Services</td>
<td>5,250</td>
<td>6,375</td>
<td>5,750</td>
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<tr>
<td>1912</td>
<td>Investment Administrative Fees</td>
<td>36,268</td>
<td>50,000</td>
<td>47,987</td>
<td>60,000</td>
<td>60,000</td>
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<td>Services &amp; Supplies Category Sub-Total</td>
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<td>56,375</td>
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<td>3200</td>
<td>Bond Redemption</td>
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<td>Other Charges Category Sub-Total</td>
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<tr>
<td>4802</td>
<td>Transfers Out - to Funds 2AA-299</td>
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<td>0</td>
<td>27,150,000</td>
<td>27,150,000</td>
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<td>Other Financing Uses Category Sub-Total</td>
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<tr>
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<td>Special Items Category Sub-Total</td>
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<td>69,324,165</td>
<td>69,324,165</td>
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<tr>
<td>9780</td>
<td>Net Investment in Capital Assets</td>
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<td>13,720,214</td>
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<td>53,260,000</td>
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</table>

**283 Airport Debt Service Fund Total**

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>15,234,752</td>
<td>133,961,521</td>
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</table>
## Budget Request - Expense Estimate

### FY 2023-24

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2490</td>
<td>Landfill Closure/Postclosure Costs</td>
<td>1,257,806</td>
<td>1,100,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td></td>
<td>Services &amp; Supplies Category Sub-Total</td>
<td>1,257,806</td>
<td>1,100,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>5000</td>
<td>Special Items</td>
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<td>389,838</td>
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<td>Special Items Category Sub-Total</td>
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<tr>
<td>9790</td>
<td>Net Position, Restricted</td>
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<tr>
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<tr>
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<td>OCWR-FRB/Bee Canyon Landfill Escrow Total</td>
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<tr>
<td>Object</td>
<td>Account Title</td>
<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>--------</td>
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<td>------------------------------</td>
<td>--------------------------</td>
<td>----------------------------</td>
<td>------------------------------</td>
<td>--------------------------</td>
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<tr>
<td>2490</td>
<td>Landfill Closure/Postclosure Costs</td>
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<td>3,600,000</td>
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<tr>
<td></td>
<td>Services &amp; Supplies Category Sub-Total</td>
<td>2,336,101</td>
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<td>Special Items</td>
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<td>Special Items Category Sub-Total</td>
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<tr>
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### Budget Control: 287 - OCWR-Prima Deshecha Landfill Escrow

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2490</td>
<td>Landfill Closure/Postclosure Costs</td>
<td>1,465,798</td>
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<td>Services &amp; Supplies Category Sub-Total</td>
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<tr>
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<td>Special Items Category Sub-Total</td>
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<tr>
<td>9790</td>
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<td><strong>287 OCWR-Prima Deshecha Landfill Escrow Total</strong></td>
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## Budget Control: 289 - OCIT Countywide Services

<table>
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
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<td>Other Pay</td>
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<td>Retirement</td>
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<tr>
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<td>County Paid Executive Deferred Compensation Plan</td>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>99,229,231</td>
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### Budget Control: 290 - Insured Health Plans ISF

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>3530</td>
<td>Insurance Premiums</td>
<td>182,664,862</td>
<td>191,801,700</td>
<td>186,977,231</td>
<td>199,830,412</td>
<td>199,830,412</td>
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<tr>
<td></td>
<td>Other Charges</td>
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<tr>
<td></td>
<td>Category Sub-Total</td>
<td>182,664,862</td>
<td>191,801,700</td>
<td>186,977,231</td>
<td>199,830,412</td>
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## Budget Control: 291 - Unemployment ISF

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>72,418</td>
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### Budget Control: 292 - Self-Insured PPO Health Plans ISF

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<tr>
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<td>Other Charges Category Sub-Total</td>
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<td>77,676,787</td>
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292 Self-Insured PPO Health Plans ISF Total | 78,749,541 | 87,178,919 | 81,679,290 | 86,878,413 | 86,878,413 |
### Budget Control: 293 - Workers' Compensation ISF

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</tbody>
</table>
## Budget Request - Expense Estimate

**County of Orange**

**Budget Request - Expense Estimate**

**FY 2023-24**

**Page: 226 of 287**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>0740</td>
<td>Enterprise Telephone Service Charges</td>
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## Budget Request - Expense Estimate

### FY 2023-24

#### Budget Control: 293 - Workers' Compensation ISF

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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Control: 294 - Property & Casualty Risk ISF

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

**FY 2023-24**

### Budget Control: 294 - Property & Casualty Risk ISF

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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### 294 Property & Casualty Risk ISF Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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## County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

### Budget Control: 295 - OCWR Importation Revenue Sharing

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<tr>
<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>1912</td>
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### 295 OCWR Importation Revenue Sharing Total

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## Budget Control: 296 - OC Fleet Services

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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### Budget Control: 296 - OC Fleet Services

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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# Budget Request - Expense Estimate

## County of Orange

**Run Date:** 6/19/23  
**Run Time:** 11:00:21 AM  
**Page:** 234 of 287

### Budget Control: 296 - OC Fleet Services

<table>
<thead>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**296 OC Fleet Services Total**

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate

**County of Orange**

**Budget Request - Expense Estimate**

**FY 2023-24**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 23-24 Adopted Budget</td>
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**297 Reprographics ISF Total**

<table>
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<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>10,926,861</td>
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## Budget Control: 298 - Self-Insured Benefits ISF

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 22-23 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**298 Self-Insured Benefits ISF Total**

<table>
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<tr>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 22-23 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>4,504,979</td>
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<td>Extra Help</td>
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<td>1.62% Retirement ER Contribution 401(A) Plan</td>
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<tr>
<td>Object</td>
<td>Account Title</td>
<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------</td>
<td>------------------------------</td>
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<tr>
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<td>FY 21-22 Actuals (CY+PY Exp)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
</tr>
<tr>
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<td>--------------------------------------------------</td>
<td>-----------------------------</td>
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299 OC Waste & Recycling Enterprise Total

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## Budget Control: 29Z - Life Insurance ISF

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>872,800</td>
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### Budget Control: 400 - OC Flood

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## Budget Control: 400 - OC Flood

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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### County of Orange
#### Budget Request - Expense Estimate
**FY 2023-24**

<table>
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<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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**400 OC Flood Total**

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 401 - OC Flood - Capital Improvement Projects

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 404 - OC Flood Santa Ana River Mainstem/Prado Dam Capital Project

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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### Budget Control: 405 - OC Parks CSA26

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<th>FY 22-23 AF2 Total Estimate</th>
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| 405 OC Parks CSA26 Total | 138,532,687 | 166,849,114 | 173,561,252 | 152,191,830 | 152,191,830 |

Page 269 of 650
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 431 - Special Assessment - Top Of The World Improvement

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 433 - Golden Lantern Reassessment District 94-1 Debt Service

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## Budget Control: 459 - N. Tustin Landscape & Lighting Assessment District

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Budget Control: 468 - County Service Area #13 - La Mirada**

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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**468 County Service Area #13 - La Mirada Total**

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<th>FY 22-23 AF2 Total Estimate</th>
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477 County Service Area #22-E Yorba Linda Total

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## Budget Control: 479 - CFD 99-1 Series A 99 Ladera Debt Service

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### Budget Control: 487 - CFD2002-1 Ladera Debt Service

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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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### Budget Request - Expense Estimate

**FY 2023-24**

<table>
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</table>

**488 Santa Margarita CFD 86-1(Ser '88) Debt Service Total**

|        |                             | 3,146,352 | 67,379 | 40,199 | 25,765 | 25,765 |
### County of Orange

**Budget Request - Expense Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
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## Budget Control: 501 - Rancho Santa Margarita CFD 87-5a Debt Service

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<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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<p>| 501 Rancho Santa Margarita CFD 87-5a Debt Service Total | 38,012 | 16,100 | 4,089 | 19,015 | 19,015 |</p>
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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 23-24 Adopted Budget</td>
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</table>
## Budget Request - Expense Estimate

**County of Orange**

**Budget Control: 509 - Rancho Santa Margarita CFD 87-5b Debt Service**

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<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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509 Rancho Santa Margarita CFD 87-5b Debt Service Total

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## Budget Request - Expense Estimate

**County of Orange**  
**FY 2023-24**

### Budget Control: 513 - Coto De Caza CFD 87-8 Debt Service

<table>
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| 513 Coto De Caza CFD 87-8 Debt Service Total | 291,146 | 21,500 | 10,145 | 18,015 | 18,015 |
## Budget Control: 516 - AD 01-1 Ziani Project Debt Service

<table>
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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>FY 23-24 Recommended Budget</td>
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Budget Control: 517 - Rancho Santa Margarita CFD 87-5c Debt Service

517 Rancho Santa Margarita CFD 87-5c Debt Service Total

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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

**Budget Control: 521 - Rancho Santa Margarita CFD 87-5d(A) Debt Service**

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<th>FY 21-22 Actuals (CY+PY Exp)</th>
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<th>FY 22-23 AF2 Total Estimate</th>
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**521 Rancho Santa Margarita CFD 87-5d(A) Debt Service Total**

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## Budget Control: 523 - AD 01-1 Newport Coast Debt Service G2

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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>FY 22-23 AF2 Total Estimate</td>
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<td>FY 23-24 Adopted Budget</td>
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## County of Orange
### Budget Request - Expense Estimate
#### FY 2023-24

<table>
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<th>Object</th>
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<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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| 534 AD01-1 Group 3 Debt Service Total| 714,601                      | 1,228,051                 | 703,188                     | 1,208,265                  | 1,208,265               |
### Budget Control: 536 - Newport Coast AD 01-1 Group 4 Conversion Debt Service

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Expense Estimate
### FY 2023-24

**Budget Control: 549 - Rancho Santa Margarita CFD 87-5e(A93) Debt Service**

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<tr>
<th>Object</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY+PY Exp)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Services & Supplies Category Sub-Total**

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549 Rancho Santa Margarita CFD 87-5e(A93) Debt Service Total

282,960

20,550

5,173

18,525

18,525
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<td>FY 23-24 Adopted Budget</td>
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### Budget Control: 564 - CFD 2017-1 RMV (Village of Esencia) IA No. 2 Debt Service

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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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**Budget Control: 565 - CFD 2021-1 RMV (Rienda) Construction Fund**

| 565 CFD 2021-1 RMV (Rienda) Construction Fund Total | 0 | 121,600,000 | 114,453,416 | 76,729,275 | 76,729,275 |
### Budget Control: 566 - CFD 2021-1 RMV (Rienda) Debt Service

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Adopted Budget</td>
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Page 305 of 650
EXHIBIT 1-E

CAPITAL PROJECTS DETAIL
AT THE ORGANIZATION LEVEL
BY BUDGET CONTROL
## County of Orange
### Capital Projects Detail

**Report:** Capital Projects Detail  
**Run Date:** 6/20/23  
**Run Time:** 12:50:17 PM

### FY 2023-24

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<th>FY 23-24 Adopted Budget</th>
<th>Variance</th>
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<td>174LR26</td>
<td>SILVERADO CANYON RD BRIDGE 55C-0174 REPLACEMENT ROW</td>
<td>2,000</td>
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<td>174LR41</td>
<td>TRABUCO CREEK ROAD STABILIZATION ROW</td>
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<td>174LR44</td>
<td>COYOTE CREEK CHANNEL SEGMENT O</td>
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<td>174LZ85</td>
<td>EL TORO ROAD MPAH RECLASSIFICATION STUDY AND WIDENING</td>
<td>225,000</td>
<td>225,000</td>
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<tr>
<td>400LF09</td>
<td>ROSSMOOR PUMP STATION APN 7235-028-001</td>
<td>250,000</td>
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<td>400LF10</td>
<td>USACE-WESTMINSTER EAST GARDEN GROVE</td>
<td>1,500,000</td>
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<td>401L394</td>
<td>DELHI CHANNEL ROW ACQUISITION</td>
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<td><strong>132,996,977</strong></td>
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<td>040PD17</td>
<td>CUF - REPLACE STEAM &amp; CONDENSATE LINES TO JAIL/IRC</td>
<td>946,873</td>
<td>946,873</td>
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<td>040PD18</td>
<td>CUF - REPLACE GAS COMPRESSORS</td>
<td>2,250,000</td>
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<td>040PD26</td>
<td>CUF - LEG 2 ENGINEERING DESIGN</td>
<td>220,000</td>
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<td>040PD28</td>
<td>CUF - ROOF INSPECTION AND REPLACEMENT</td>
<td>1,476,000</td>
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<td>063P300</td>
<td>WALNUT FACILITY</td>
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<td>063P424</td>
<td>ADMIN - ECKOFF - REPLACE HVAC UNITS - PHASE 1</td>
<td>1,000,000</td>
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<td>063P441</td>
<td>ECKHOFF - MODERNIZE ELEVATORS</td>
<td>320,000</td>
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<td>063P443</td>
<td>ORANGEWOOD CHILDREN AND FAMILY CENTER - HVAC UNITS</td>
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<td>063P450</td>
<td>ORANGEWOOD CHILDREN AND FAMILY CENTER - REHAB KITCH</td>
<td>1,200,000</td>
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<td>063P451</td>
<td>840 ECKHOFF OFFICE &amp; ADA MODIFICATIONS</td>
<td>5,230,000</td>
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<td>063P452</td>
<td>OCFC-PARKING LOT ADA UPGRADES</td>
<td>520,000</td>
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<td>104PI07</td>
<td>JH - REFURBISH SHOWER/RESTROOM UNIT B, C, M &amp; O</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>104PK03</td>
<td>JH Y-Z GATE - 2500KW GENERATOR UPGRADE</td>
<td>4,200,760</td>
<td>4,200,760</td>
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<tr>
<td>104PL02</td>
<td>JH - REPLACE AC IN SCHOOL ADMINISTRATION BUILDING</td>
<td>383,000</td>
<td>383,000</td>
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<tr>
<td>108P107</td>
<td>DANA POINT HARBOR REVITALIZATION</td>
<td>275,000</td>
<td>275,000</td>
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<tr>
<td>119P511</td>
<td>DANA POINT HARBOR - STABILIZATION OF CLIFF FACE ABOVE H</td>
<td>4,700,000</td>
<td>4,700,000</td>
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<td>119P551</td>
<td>OCPL ENGINEERING CHANGE ORDER</td>
<td>1,047,550</td>
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<td>119P571</td>
<td>FOOTHILL RANCH REFURBISHMENT</td>
<td>1,200,000</td>
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<td>119P577</td>
<td>DANA POINT LIBRARY - TENANT ENHANCEMENTS</td>
<td>5,000,000</td>
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<td>119PL08</td>
<td>ALISO VIEJO LIBRARY - TENANT ENHANCEMENTS</td>
<td>4,000,000</td>
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<td>119PL10</td>
<td>LOS ALAMITOS/ROSSMOOR-TENANT ENHANCEMENTS, HVAC AREA</td>
<td>3,500,000</td>
<td>3,500,000</td>
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<tr>
<td>14QP17A</td>
<td>JAIL SECURITY ELECTRONIC CONTROL SYSTEMS UPGRADE</td>
<td>4,300,000</td>
<td>4,300,000</td>
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<tr>
<td>14QP19F</td>
<td>LOMA RIDGE EMERGENCY GENERATORS REPLACEMENT</td>
<td>469,296</td>
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<tr>
<td>14QP213</td>
<td>INTAKE RELEASE CENTER - MOD L MENTAL HEALTH UPGRADES</td>
<td>4,287,525</td>
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<td>14QP228</td>
<td>OC JAIL FACILITIES ADA COMPLIANCE UPGRADE</td>
<td>959,070</td>
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<td>14QP23C</td>
<td>TLF REPLACE CENTRAL PLANT BOILER (PROJ. 19083)</td>
<td>906,483</td>
<td>906,483</td>
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<tr>
<td>14QP23D</td>
<td>IRC AIR HANDLER UNITES REPLACEMENT (PROJ. 15061)</td>
<td>2,462,972</td>
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<tr>
<td>14QP23F</td>
<td>SIERRA PEAK GENERATOR REPLACEMENT (PROJ. 19240)</td>
<td>635,093</td>
<td>635,093</td>
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<tr>
<td>14QP24A</td>
<td>CENTRAL WOMEN'S JAIL -REPLACE BUILDING ROOF- (PROJ- 190)</td>
<td>1,397,800</td>
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<td>14QP24B</td>
<td>THEO LACY - REPLACE ADMIN BUILDING ROOF - (PROJ. - 19084)</td>
<td>1,270,300</td>
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<td>14QP24C</td>
<td>CMJ-RED TEAM-RENO ATTORNEY BONDS BOOTH AREA - (PROJ)</td>
<td>1,034,000</td>
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<td>14QP24D</td>
<td>CMJ ROOF EXPANSION -RECREATION AREA - (PROJ- 21037)</td>
<td>1,823,127</td>
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<td>14QP541</td>
<td>JAMES A. MUSICK FACILITY EXPANSION PHASE 1</td>
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<td>Unit</td>
<td>Unit Name</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
<td>Variance</td>
</tr>
<tr>
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<td>---------------------------------------------------------------------------</td>
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<td>14QP543</td>
<td>JAMES A. MUSICK FACILITY EXPANSION PHASE 1</td>
<td>649,980</td>
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<td>14QP800</td>
<td>STANDING CONTRACTS</td>
<td>1,337,067</td>
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<td>15DPF10</td>
<td>HCA - PROJECTS</td>
<td>1,613,539</td>
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<td>15DPH08</td>
<td>COC - BLDG B - REPLACE CHILLER PLANT</td>
<td>5,400,000</td>
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<tr>
<td>15DPH10</td>
<td>GATES - REPLACE BUILDING GENERATOR</td>
<td>50,000</td>
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<td>15DPH33</td>
<td>CIVIC CENTER MASTER PLAN PHASE II</td>
<td>11,436</td>
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<tr>
<td>15DPJ22</td>
<td>COC - BLDG B - 1ST FLOOR REMODEL &amp; HVAC</td>
<td>30,000</td>
<td>30,000</td>
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<tr>
<td>15DPK03</td>
<td>COC - BLDG C - INTERIOR UPGRADES</td>
<td>3,500,000</td>
<td>3,500,000</td>
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<tr>
<td>15DPK12</td>
<td>HCA- 405 - REPLACE DUCTING</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>15DPL02</td>
<td>MOB - REPLACE (2) 150 TON CHILLERS</td>
<td>1,285,000</td>
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<tr>
<td>15DPL03</td>
<td>MOB - REPLACE (15) 225 AMP 120-208V PANELS</td>
<td>350,000</td>
<td>350,000</td>
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<tr>
<td>15DPL04</td>
<td>MOB - REPLACE BAS CONTROLS</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>15DPL05</td>
<td>GATES - REPLACE VAV BOXES PHASE III</td>
<td>625,000</td>
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<td>15DPL06</td>
<td>GATES - REPLACE INSULATION IN MAIN AIR SUPPLY DUCTS</td>
<td>10,000</td>
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<tr>
<td>15DPL11</td>
<td>HCA - 405 REPLACE BAS CONTROLS</td>
<td>30,000</td>
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<td>15DPL21</td>
<td>GYPSUM CANYON VETERAN CEMETARY</td>
<td>50,000</td>
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<td>15DPL22</td>
<td>KRAEMER SOUND WALL</td>
<td>867,023</td>
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<tr>
<td>15DPL24</td>
<td>HCA 17TH ST AT EL TORO FEASIBILITY</td>
<td>1,393,147</td>
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<td>15DPL28</td>
<td>MRC LANDSCAPE</td>
<td>2,224,271</td>
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<td>15DPL32</td>
<td>PLHA - HOMELESS SHELTERS AND SUPPORT SERVICES</td>
<td>314,855</td>
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<td>15DPL34</td>
<td>CCMP - CIVIC CENTER MASTER PLAN PHASE III</td>
<td>2,705,007</td>
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<td>15DPM08</td>
<td>DA - OSBORNE WINDOW SEAL REPLACEMENT</td>
<td>420,000</td>
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<tr>
<td>15DPM11</td>
<td>PROB - JH - UNIT Q CHILLER PLANT REFRESH</td>
<td>205,544</td>
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<td>15DPM12</td>
<td>PROB - JH - REPLACE AC IN NORTH MEDICAL AREA</td>
<td>50,000</td>
<td>50,000</td>
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<td>15DPM13</td>
<td>PROB - JH - REPLACE OBSOLETE BAS</td>
<td>259,171</td>
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<td>15DPM15</td>
<td>PROB - YLA - REPLACE OBSOLETE BAS</td>
<td>147,534</td>
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<td>15DPM17</td>
<td>PROB - YGC - REPLACE OBSOLETE BAS CONTROL SYSTEM</td>
<td>223,554</td>
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<tr>
<td>15DPM18</td>
<td>ADULT RE-ENTRY FACILITY</td>
<td>30,659,366</td>
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<tr>
<td>15DPM19</td>
<td>PROB - YGC - REPLACE CASE &amp; CONFERENCE SHOPS HVAC - E</td>
<td>92,534</td>
<td>92,534</td>
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<tr>
<td>15DPM24</td>
<td>PROB - YTC - YOUTH TRANSITION CENTER</td>
<td>74,352,887</td>
<td>74,352,887</td>
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<td>15DPM25</td>
<td>HCA - 405 - ELEVATOR UPGRADE</td>
<td>575,000</td>
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<td>15DPM26</td>
<td>EL TORO EMERGENCY MEDICAL FACILITY</td>
<td>70,162,721</td>
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<tr>
<td>15DPM27</td>
<td>HCA-405 PAINT, CARPET &amp; CEILING LOBBY AND HALLWAYS FLR</td>
<td>15,000</td>
<td>15,000</td>
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<td>15DPM28</td>
<td>PROB - YGC SALLY PORT</td>
<td>1,500,000</td>
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<td>15DPM30</td>
<td>ELECTRIC VEHICLE CHARGERS</td>
<td>500,000</td>
<td>500,000</td>
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<tr>
<td>15DPM38</td>
<td>COC-A ROV VOTE CTR TRAINING SITE</td>
<td>1,400,000</td>
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<tr>
<td>15DPN01</td>
<td>1770 BROADWAY REPLACE BUILDING AUTOMATION CONTROLS</td>
<td>350,000</td>
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</tr>
<tr>
<td>15DPN02</td>
<td>1770 BROADWAY REPLACE FAN COILS, DUCTING &amp; HVAC</td>
<td>175,000</td>
<td>175,000</td>
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<tr>
<td>15DPN03</td>
<td>COURTS-CJC REPLACE SEWER MAIN</td>
<td>45,000</td>
<td>45,000</td>
<td>0</td>
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<tr>
<td>15DPN04</td>
<td>COC A &amp; B ELECTRICAL SERVICE/GEAR EQUIPMENT</td>
<td>75,000</td>
<td>75,000</td>
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<td>15DPN05</td>
<td>COC -CAMPUS REPLACE EXTERIOR FENCING</td>
<td>275,000</td>
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<td>15DPN06</td>
<td>COC - INSTALL SUMP PUMP DRAIN AT ADA RAMP</td>
<td>145,000</td>
<td>145,000</td>
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<tr>
<td>15DPN07</td>
<td>COC - REPLACE WINDOW SEALS &amp; EXTERIOR CLEAN</td>
<td>405,000</td>
<td>405,000</td>
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<tr>
<td>15DPN08</td>
<td>FRUIT STREET FAC MAINT CAMPUS SECURITY GATES</td>
<td>165,000</td>
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<tr>
<td>15DPN09</td>
<td>GATES-REPLACE EXHAUST FANS AT DRUG LAB</td>
<td>325,000</td>
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<td>15DPN11</td>
<td>HCA-401 SHADE SAIL REPLACEMENT</td>
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<td>Unit</td>
<td>Unit Name</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
<td>Variance</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------------</td>
<td>-----------------------------</td>
<td>-------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>15DPN12</td>
<td>MOB-REPLACE EXHAUST FANS ON ROOF</td>
<td>275,000</td>
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<tr>
<td>15DPN13</td>
<td>OSBORNE BUILDING REPLACE ROOF ROOF</td>
<td>25,000</td>
<td>25,000</td>
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<tr>
<td>15DPN15</td>
<td>HCA-MADERO NEW HVAC PLANT</td>
<td>175,000</td>
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<tr>
<td>15DPN29</td>
<td>PROB - YLA-PLC UPGRADE AND SECURITY</td>
<td>250,000</td>
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<tr>
<td>15DPN31</td>
<td>PROB - JH-DESIGN AND INSTALL CATWALKS</td>
<td>50,000</td>
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<td>1STPL24</td>
<td>EMERGENCY MEDICAL SERVICES FACILITY - ELTORO</td>
<td>1,500,000</td>
<td>1,500,000</td>
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<td>16DP413</td>
<td>ANIMAL SHELTER</td>
<td>212,000</td>
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<td>174P01R</td>
<td>TRABUCO CANYON BRIDGE 55C-008 REPLACEMENT</td>
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<td>174P07R</td>
<td>SANTIAGO CANYON ROAD PASSING LANE</td>
<td>655,250</td>
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<td>174P01R</td>
<td>TRABUCO CANYON BRIDGE 55C-008 REPLACEMENT</td>
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<tr>
<td>174P23M</td>
<td>SANTA CLARA AND PROSPECT DRAINAGE</td>
<td>100,000</td>
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<td>174P24M</td>
<td>TMC FIBER OPTIC EXPANSION (FY 20-21)</td>
<td>35,450</td>
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<tr>
<td>174P28M</td>
<td>LOS PATRONES PARKWAY EXTENSION</td>
<td>55,000</td>
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<td>174P29M</td>
<td>SANTIAGO CREEK ISLAND IMPROVEMENTS</td>
<td>222,000</td>
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<td>174P41M</td>
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<td>174P42R</td>
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EXHIBIT 1-F

EQUIPMENT DETAILS BY BUDGET CONTROL
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<th>Object</th>
<th>Units</th>
<th>Amount</th>
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<td>Auditor-Controller</td>
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<td>CAPS Program</td>
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<td>024</td>
<td>OC Animal Care</td>
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<td>026</td>
<td>District Attorney - Public Administrator</td>
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<td>027</td>
<td>Child Support Services</td>
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**County of Orange**

**Equipment Detail by Budget Control**

**FY 2023-24**

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## Equipment Detail by Budget Control
### FY 2023-24

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<td>5451 - INFORMATION SYSTEM BACKUP SYSTEM</td>
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## Equipment Detail by Budget Control
### FY 2023-24

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<td>5451 - INFORMATION SYSTEM NETWORK UPGRADE</td>
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<td>5451 - SEIZED DRUGS HYDROGEN GENERATOR</td>
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<td>7477 - CARTER HOFFMAN PORTABLE REFRIGERATOR UNIT</td>
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<td>7477 - DISHWASHER (RE-BUDGET FY22-23 SEQ # 133)</td>
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<td>7477 - ICE MAKER W/BIN (CUBE) (RE-BUDGET FY22-23 SEQ # 133)</td>
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<td>7477 - KETTLE (40 GALLON) WITH PRISON PACKAGE (RE-BUDGET FY22-23 SEQ # 133)</td>
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<td>7477 - MIXER 60 QUART WITH PRISON PACKAGE</td>
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<td>7477 - MIXER 80 QUART WITH PRISON PACKAGE</td>
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<td>7477 - GARMENT CONVEYOR SYSTEM REPL. (RE-BUDGET FY 22-23 SEQ. # 137)</td>
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<td>8498 - VIDEO UNIT SERVER STORAGE (RE-BUDGET FY 22-23 SEQ # MB23-034)</td>
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<td>9350 - CJX INTERCOM UPGRADE (RE-BUDGET FY 22-23 SEQ#145)</td>
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<td>9350 - INTERCOM UPGRADE</td>
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<td>9380 - BDA REPLACEMENT (REBUDGET FY 22-23 SEQ#151)</td>
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<td>FY24-154</td>
<td>9380 - SERVICE MONITOR REPLACEMENT</td>
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<td>FY24-155</td>
<td>9421 - DOCUMENT SCANNER (RE-BUDGET FY 22-23 SEQ. # 153)</td>
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<td>9424 - NETWORK INFRASTRUCTURE</td>
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<td>9495 - JAIL CASHIERING CURRENCY COUNTERS (FOR IRC AND TL)</td>
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**Total for Sheriff-Coroner**: 123  11,447,407

### 063 Social Services Agency

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<td>AUDIO VISUAL EQUIPMENT</td>
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**Total for Social Services Agency**: 3  450,000

### 080 OC Public Works

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<td>NETWORK ROUTER REFRESH</td>
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**Total for OC Public Works**: 11  110,000
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<td>COMMERCIAL WASHER &amp; DRYER FOR COURT REFERRAL WORKERS SAFETY VESTS</td>
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<td>FY24-168</td>
<td>GPS-DRONE</td>
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<td>FY24-169</td>
<td>REPLACEMENT OF HYDRAULIC SHEAR IN WELD SHOP</td>
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<td>FY24-170</td>
<td>REPLACEMENT OF MIG &amp; TIG WELDER IN WELD SHOP</td>
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<td>REPLACEMENT OF MOTOR GRADER</td>
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<td>REPLACING ARROW BOARD, UNIT#6013</td>
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<td>SINGLE BEAM HYDROGRAPHIC SONAR</td>
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<td>CAR STORAGE PARKING LIFTS</td>
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<td>1498 – VIDEO DOWNLINK SYSTEM (REBUDGET FY 22-23 SEQ # 195)</td>
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<td>FY24-190</td>
<td>1498 – CLOSED-CIRCUIT TELEVISION</td>
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<td>EQUIPMENT - BODY WORN CAMERA PROGRAM (BWC)</td>
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<td>EQUIPMENT - IN-CAR-VIDEO (ICV)</td>
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<td>Jail Commissary</td>
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<td>COMMISSARY OPERATIONS SOFTWARE PROGRAM (GREAT PLAINS) REPLACEMENT (RE-BI4040)</td>
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<td>CONVEYOR BELT (RE-BUDGET). PREVIOUSLY BUDGETED AS SEQUENCE NO. 226</td>
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<td>Inmate Welfare Fund</td>
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### Equipment Detail by Budget Control
#### FY 2023-24

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<td><strong>Cal-ID System Costs</strong></td>
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<td>2 VEHICLES: CLASS E MIDSIZE/COMPACT, GAS OR ALT FUEL - SEE OBJECT 4811.</td>
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<td>FREEZER</td>
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<td><strong>Total for Airport - Operating</strong></td>
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## County of Orange
### Equipment Detail by Budget Control
#### FY 2023-24

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<th>Seq</th>
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<th>Object</th>
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<td>060 CLASS MT-G VAN - CARGO OR UTILITY (4115)</td>
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<td>FY24-400</td>
<td>060 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (1302)</td>
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<td>060 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (1666)</td>
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<td>060 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (1667)</td>
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<td>FY24-441</td>
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<td>FY24-442</td>
<td>060 CLASS MT-J BLACK SPORT UTILITY VEHICLE-NEW 14</td>
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<td>060 CLASS MT-J BLACK SPORT UTILITY VEHICLE-NEW 20</td>
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<td>060 CLASS MT-J BLACK &amp; WHITE SPORT UTILITY VEHICLE (3650)</td>
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<td>060 CLASS MT-J BLACK &amp; WHITE SPORT UTILITY VEHICLE (3788)</td>
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<td>060 CLASS MT-J BLACK &amp; WHITE SPORT UTILITY VEHICLE (3795)</td>
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<td>060 CLASS MT-J BLACK &amp; WHITE SPORT UTILITY VEHICLE (3937)</td>
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<td>FY24-464</td>
<td>060 CLASS MT-M1 TWO AXLE SERVICE TRUCK (5205)</td>
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<td>FY24-465</td>
<td>060 CLASS MT-M1 TWO AXLE SERVICE TRUCK (5295)</td>
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<td>1</td>
<td>125,000</td>
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<td>FY24-466</td>
<td>060 CLASS MT-M3 BUS - OVER 15 PASSENGER (5219)</td>
<td>4000</td>
<td>1</td>
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<td>FY24-467</td>
<td>060 CLASS MT-M3 BUS - OVER 15 PASSENGER (5418)</td>
<td>4000</td>
<td>1</td>
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<td>FY24-468</td>
<td>060 CLASS MT-M3 BUS - OVER 15 PASSENGER (6030)</td>
<td>4000</td>
<td>1</td>
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<td>060 CLASS MT-M7 STAKEBED TRUCK W/LIFT GATE-NEW 4</td>
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<td>FY24-470</td>
<td>063 CLASS MT-G VAN - CARGO OR UTILITY (4041)</td>
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<td>FY24-471</td>
<td>063 CLASS MT-G VAN - CARGO OR UTILITY (4043)</td>
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<td>FY24-472</td>
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<td>FY24-473</td>
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<td>071 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (2057)</td>
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<tr>
<td>FY24-475</td>
<td>071 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (2094)</td>
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<td>071 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (2099)</td>
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<tr>
<td>FY24-477</td>
<td>080 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3012)</td>
<td>4000</td>
<td>1</td>
<td>76,000</td>
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<tr>
<td>FY24-478</td>
<td>080 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3220)</td>
<td>4000</td>
<td>1</td>
<td>76,000</td>
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<td>FY24-479</td>
<td>080 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3226)</td>
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<td>FY24-480</td>
<td>080 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3654)</td>
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<td>72,600</td>
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<td>4000</td>
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<td>72,600</td>
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<tr>
<td>FY24-483</td>
<td>080 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3932)</td>
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<td>76,000</td>
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<tr>
<td>FY24-484</td>
<td>115 CLASS MT-FF FULL SIZE TRUCK WITH SERVICE BODY (3915)</td>
<td>4000</td>
<td>1</td>
<td>76,000</td>
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<tr>
<td>FY24-485</td>
<td>115 CLASS MT-H 4X2 OR 4X4 SPORT UTILITY VEHICLE (3676)</td>
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<td>1</td>
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<td>FY24-486</td>
<td>115 CLASS MT-M1 TWO AXLE SERVICE TRUCK (5303)(FY22-340)</td>
<td>4000</td>
<td>1</td>
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<td>FY24-487</td>
<td>115 CLASS MT-M6 SPECIALIZED TRUCK (5012)(FY23-450)</td>
<td>4000</td>
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<td>190,000</td>
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<tr>
<td>FY24-488</td>
<td>120 CLASS MT-M1 TWO AXLE SERVICE TRUCK (5368) (FY23-453)</td>
<td>4000</td>
<td>1</td>
<td>72,600</td>
</tr>
<tr>
<td>FY24-489</td>
<td>143 CLASS MT-F FULL SIZE PICKUPS, 1/2 -3/4 TON (3152)(FY22-345)</td>
<td>4000</td>
<td>1</td>
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<tr>
<td>FY24-490</td>
<td>143 CLASS MT-M6 SPECIALIZED TRUCK (5001)(FY23-456)</td>
<td>4000</td>
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<td>120,000</td>
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<td>FY24-491</td>
<td>296 CLASS MT-EV ELECTRIC VEHICLES (1115)</td>
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<td>FY24-492</td>
<td>296 CLASS MT-EV ELECTRIC VEHICLES (1116)</td>
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<td>4000</td>
<td>1</td>
<td>58,000</td>
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<tr>
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<td>FY24-496</td>
<td>296 CLASS MT-HF 4X4 FULL SIZE PICKUP (3441)(FY23-463)</td>
<td>4000</td>
<td>1</td>
<td>190,000</td>
</tr>
<tr>
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<td>296 CLASS MT-HF 4X4 FULL SIZE PICKUP (3578)</td>
<td>4000</td>
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<td>54,000</td>
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## County of Orange

### Equipment Detail by Budget Control

**FY 2023-24**

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**Total for OC Fleet Services**: 276 Equipments, $19,556,000

**OC Waste & Recycling Enterprise**

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Total for OC Waste & Recycling Enterprise 136 21,190,000
## County of Orange
### Equipment Detail by Budget Control
#### FY 2023-24

<table>
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<th>Seq</th>
<th>Equipment Description</th>
<th>Object</th>
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REVENUE ADJUSTMENT BY CATEGORY
(CEO0031 Report)
## County of Orange
### Revenue Adjustments by Category

**FY 2023-24**

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**County of Orange**

**Revenue Adjustments by Category**

**FY 2023-24**

**Report ID:** CEO0031 - Revenue Adjustments by Category

**Run Date:** 6/20/23

**Run Time:** 2:22:26 PM

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#### Non-General Total

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#### Grand Total

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EXHIBIT 1-H

BUDGETED REVENUES
BY FUND\BUDGET CONTROL
AND OBJECT (B0004 Report)
### Budget Request - Revenue Estimate

**County of Orange**

**Run Date:** 6/20/23  **Run Time:** 2:28:59 PM  
**Report ID:** B0004 - Revenue Request

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Budget Request - Revenue Estimate

**FY 2023-24**

**Revenue Account Title**

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<th>Budget Control: 004 - Miscellaneous</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>13,077,050</td>
<td>12,963,852</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
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</table>
## Revenue Request

### County of Orange

#### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 006 - Board of Supervisors - 1st District</strong></td>
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<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>---------------------------</td>
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<tr>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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# Budget Request - Revenue Estimate

**FY 2023-24**

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<tr>
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<th>FY 23-24 Adopted Budget</th>
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### Revenue Request - Revenue Estimate

#### FY 2023-24

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<th>FY 23-24 Adopted Budget</th>
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<td>FY 22-23 Modified Budget</td>
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</table>
## Budget Request - Revenue Estimate

### FY 2023-24

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<thead>
<tr>
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## Budget Request - Revenue Estimate

### FY 2023-24

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<td>119,603,499</td>
<td>121,097,076</td>
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## Revenue Account Title

<table>
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<tr>
<th>Revenue</th>
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<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>State - Other</td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
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## Budget Request - Revenue Estimate
### FY 2023-24

<table>
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<tr>
<th>Revenue Account Title</th>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 030 - HCA Public Guardian</strong></td>
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<tr>
<td>6610 Interest</td>
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## Revenue Account Title

### Budget Control: 031 - Registrar of Voters

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>7060</td>
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### Fines, Forfeitures & Penalties Category Total

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<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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<td>4,000</td>
</tr>
<tr>
<td>6970</td>
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<td>4,000</td>
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<tr>
<td>7060</td>
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<tr>
<td><strong>Total</strong></td>
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### Intergovernmental Revenues Category Total

<table>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>7340</td>
<td></td>
<td>9,382,296</td>
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<tr>
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<td>91,231</td>
<td>82,000</td>
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### Charges For Services Category Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>7670</td>
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### Miscellaneous Revenues Category Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Other Financing Sources Category Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
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### County of Orange

**Budget Request - Revenue Estimate**

**FY 2023-24**

#### Revenue Account Title

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td><strong>Budget Control: 034 - OC Watersheds</strong></td>
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## Revenue Request - Revenue Estimate

**County of Orange**  
**Budget Request - Revenue Estimate**  
**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
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<th>FY 23-24 Recommended Budget</th>
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<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
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<td><strong>Budget Control: 056 - Employee Benefits</strong></td>
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<td>1,769,926</td>
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<td>Other Charges for Services</td>
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<td>1,885,583</td>
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<td>FY 23-24 Adopted Budget</td>
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<td><strong>Budget Control: 057 - Probation</strong></td>
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<td>102,592,780</td>
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<td>85,030,874</td>
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<td>450,923</td>
<td>443,176</td>
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<td>Law Enforcement Services</td>
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<td>Institutional Care and Services</td>
<td>1,483</td>
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<td>Other Charges for Services</td>
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<td>Six-Month Expired (Outlawed) Checks</td>
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<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td><strong>Budget Control: 058 - Public Defender</strong></td>
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<td>7360 Legal Services</td>
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<td>7852 Capital Asset Sales - Non-Taxable - Resale</td>
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<tr>
<td><strong>Other Financing Sources Category Total</strong></td>
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<td>FY 21-22 Actuals (CY Rev)</td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>Licenses, Permits &amp; Franchises Category</td>
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<tr>
<td>Total</td>
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<td>657,227</td>
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<td>FY 23-24 Adopted Budget</td>
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<td><strong>Revenue Control: 060 - Sheriff-Coroner</strong></td>
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<td>6420 Business Licenses</td>
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<td>1,178,213</td>
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<td><strong>Licenses, Permits &amp; Franchises Category Total</strong></td>
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<td>6620 Short-Term Leases/Rents/Concessions-Other</td>
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<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
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<td>123,057,611</td>
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<td>6970 State - Other</td>
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<td>2,607,222</td>
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<td>2,742,798</td>
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<td>7130 Other Governmental Agencies</td>
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<td><strong>Intergovernmental Revenues Category Total</strong></td>
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<td>482,020,835</td>
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<td>7330 Communication Services</td>
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<td>892,564</td>
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<td>7460 Law Enforcement Services</td>
<td>200,267,896</td>
<td>215,606,296</td>
<td>215,606,296</td>
<td>220,570,910</td>
<td>220,771,926</td>
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<tr>
<td>7470 Recording Fees</td>
<td>65,196</td>
<td>64,000</td>
<td>67,880</td>
<td>62,556</td>
<td>62,556</td>
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<tr>
<td>7550 Institutional Care and Services</td>
<td>3,771</td>
<td>1,764,125</td>
<td>0</td>
<td>0</td>
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<tr>
<td>7560 Educational Services</td>
<td>1,028,195</td>
<td>1,623,167</td>
<td>2,168,394</td>
<td>1,751,565</td>
<td>1,751,565</td>
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<tr>
<td>7590 Other Charges for Services</td>
<td>1,600,684</td>
<td>2,289,548</td>
<td>1,632,422</td>
<td>1,511,212</td>
<td>1,511,212</td>
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<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td>204,494,516</td>
<td>222,927,048</td>
<td>221,073,567</td>
<td>225,486,087</td>
<td>225,687,103</td>
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<tr>
<td>7661 Other Sales - Taxable</td>
<td>7,915</td>
<td>23,327</td>
<td>7,282</td>
<td>4,248</td>
<td>4,248</td>
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<tr>
<td>7662 Other Sales - Non-Taxable - Resale</td>
<td>11,405</td>
<td>12,328</td>
<td>8,786</td>
<td>8,728</td>
<td>8,728</td>
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<tr>
<td>7664 Other Sales - Non-Taxable - Intra-County</td>
<td>25</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>7665 Tax-Paid Purchases - Resold</td>
<td>128,080</td>
<td>99,039</td>
<td>111,863</td>
<td>99,039</td>
<td>99,039</td>
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<tr>
<td>7670 Miscellaneous Revenue</td>
<td>1,793,304</td>
<td>1,434,677</td>
<td>1,370,738</td>
<td>1,409,962</td>
<td>1,409,962</td>
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<tr>
<td>7680 Six-Month Expired (Outlawed) Checks</td>
<td>20,520</td>
<td>0</td>
<td>1,457</td>
<td>0</td>
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<tr>
<td>7690 Returned Check Charges</td>
<td>110</td>
<td>128</td>
<td>145</td>
<td>90</td>
<td>90</td>
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<td><strong>Miscellaneous Revenues Category Total</strong></td>
<td>1,961,359</td>
<td>1,569,499</td>
<td>1,500,271</td>
<td>1,522,067</td>
<td>1,522,067</td>
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<tr>
<td>7811 Transfers In - from Funds 101-199</td>
<td>14,806,186</td>
<td>18,971,233</td>
<td>21,175,660</td>
<td>18,188,960</td>
<td>18,188,960</td>
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<tr>
<td>7852 Capital Asset Sales - Non-Taxable - Resale</td>
<td>72,035</td>
<td>0</td>
<td>35,476</td>
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<td><strong>Other Financing Sources Category Total</strong></td>
<td>14,878,221</td>
<td>18,971,233</td>
<td>21,211,136</td>
<td>18,188,960</td>
<td>18,188,960</td>
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<tr>
<td>Revenue Account Title</td>
<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
<td></td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
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<tr>
<td>060 Sheriff-Coroner Total</td>
<td>720,684,279</td>
<td>709,114,727</td>
<td>720,425,088</td>
<td>729,605,517</td>
<td>733,122,551</td>
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</table>
### Revenue Account Title

<table>
<thead>
<tr>
<th>Revenue from Use of Money and Property Category Total</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>600</td>
<td>10,000</td>
<td>1,000</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Short-Term Leases/Rents/Concessions-Other</td>
<td>31,405</td>
<td>0</td>
<td>25,585</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
<td><strong>32,005</strong></td>
<td><strong>10,000</strong></td>
<td><strong>26,585</strong></td>
<td><strong>10,000</strong></td>
<td><strong>10,000</strong></td>
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</table>

### Intergovernmental Revenues Category Total

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>State - Public Assistance Administration</td>
<td>277,663,390</td>
<td>291,700,080</td>
<td>292,299,904</td>
<td>312,794,510</td>
<td>314,735,676</td>
</tr>
<tr>
<td>State - Public Assistance Programs</td>
<td>25,819,424</td>
<td>33,941,557</td>
<td>23,214,794</td>
<td>28,532,032</td>
<td>28,532,032</td>
</tr>
<tr>
<td>State - Realignment Revenue</td>
<td>275,671,649</td>
<td>307,783,722</td>
<td>312,954,687</td>
<td>332,654,999</td>
<td>332,654,999</td>
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<tr>
<td>State - Other</td>
<td>737,340</td>
<td>532,210</td>
<td>2,654,721</td>
<td>5,118,837</td>
<td>5,118,837</td>
</tr>
<tr>
<td>Federal - Public Assistance Administration</td>
<td>218,931,473</td>
<td>271,183,428</td>
<td>246,571,622</td>
<td>263,033,343</td>
<td>264,088,085</td>
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<tr>
<td>Federal - Public Assistance Programs</td>
<td>87,400,229</td>
<td>88,857,833</td>
<td>95,526,700</td>
<td>98,054,812</td>
<td>98,054,812</td>
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<tr>
<td>Federal - Disaster Relief</td>
<td>4,117,682</td>
<td>0</td>
<td>200,000</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Federal - Other</td>
<td>2,782,750</td>
<td>1,579,557</td>
<td>3,126,984</td>
<td>4,032,601</td>
<td>4,032,601</td>
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<tr>
<td><strong>Intergovernmental Revenues Category Total</strong></td>
<td><strong>893,123,937</strong></td>
<td><strong>995,578,387</strong></td>
<td><strong>976,549,412</strong></td>
<td><strong>1,044,221,134</strong></td>
<td><strong>1,047,217,042</strong></td>
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</table>

### Miscellaneous Revenues Category Total

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Services</td>
<td>605</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other Charges for Services</td>
<td>708</td>
<td>200</td>
<td>1,044</td>
<td>600</td>
<td>600</td>
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<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td><strong>1,313</strong></td>
<td><strong>200</strong></td>
<td><strong>1,044</strong></td>
<td><strong>600</strong></td>
<td><strong>600</strong></td>
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### Miscellaneous Revenues Category Total

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Sales - Taxable</td>
<td>608</td>
<td>2,642</td>
<td>643</td>
<td>2,642</td>
<td>2,642</td>
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<tr>
<td>Miscellaneous Revenue</td>
<td>524,377</td>
<td>339,347</td>
<td>469,029</td>
<td>89,347</td>
<td>89,347</td>
</tr>
<tr>
<td>Six-Month Expired (Outlawed) Checks</td>
<td>198,866</td>
<td>0</td>
<td>-164,274</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Returned Check Charges</td>
<td>520</td>
<td>260</td>
<td>1,852</td>
<td>260</td>
<td>260</td>
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<tr>
<td>Welfare Repayments</td>
<td>2,482,915</td>
<td>2,685,374</td>
<td>2,539,159</td>
<td>2,729,465</td>
<td>2,729,465</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
<td><strong>3,207,286</strong></td>
<td><strong>3,027,623</strong></td>
<td><strong>2,846,409</strong></td>
<td><strong>2,821,714</strong></td>
<td><strong>2,821,714</strong></td>
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</table>

### Other Financing Sources Category Total

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfers In - from Funds 101-199</td>
<td>30,065,007</td>
<td>39,684,555</td>
<td>27,068,410</td>
<td>40,127,485</td>
<td>40,127,485</td>
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<tr>
<td>Transfers In - from Funds 2AA-299</td>
<td>0</td>
<td>66,735</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Capital Asset Sales - Non-Taxable - Resale</td>
<td>1,617</td>
<td>0</td>
<td>380</td>
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<tr>
<td><strong>Other Financing Sources Category Total</strong></td>
<td><strong>30,066,624</strong></td>
<td><strong>39,751,290</strong></td>
<td><strong>27,068,790</strong></td>
<td><strong>40,127,485</strong></td>
<td><strong>40,127,485</strong></td>
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</table>

### 063 Social Services Agency Total

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>063 Social Services Agency Total</td>
<td>926,431,165</td>
<td>1,038,367,500</td>
<td>1,006,492,240</td>
<td>1,087,180,933</td>
<td>1,090,176,841</td>
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## County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 071 - Building &amp; Safety General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6430 Construction Permits</td>
<td>11,436,276</td>
<td>13,664,440</td>
<td>13,269,625</td>
<td>14,113,941</td>
<td>14,113,941</td>
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<tr>
<td>6440 Road Privileges and Permits</td>
<td>736,025</td>
<td>879,541</td>
<td>251,272</td>
<td>830,500</td>
<td>830,500</td>
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<tr>
<td>6460 Other Licenses and Permits</td>
<td>318,259</td>
<td>543,000</td>
<td>0</td>
<td>400,040</td>
<td>400,040</td>
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<tr>
<td><strong>Licenses, Permits &amp; Franchises Category Total</strong></td>
<td>12,490,560</td>
<td>15,086,981</td>
<td>13,520,897</td>
<td>15,344,481</td>
<td>15,344,481</td>
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<tr>
<td>6970 State - Other</td>
<td>1,378</td>
<td>2,500</td>
<td>808</td>
<td>2,500</td>
<td>2,500</td>
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<tr>
<td>7060 Federal - Disaster Relief</td>
<td>30,295</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>Intergovernmental Revenues Category Total</strong></td>
<td>31,673</td>
<td>2,500</td>
<td>808</td>
<td>2,500</td>
<td>2,500</td>
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<tr>
<td>7380 Planning and Engineering Services</td>
<td>180</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>7590 Other Charges for Services</td>
<td>108,344</td>
<td>132,000</td>
<td>18,894</td>
<td>144,000</td>
<td>144,000</td>
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<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td>108,524</td>
<td>132,000</td>
<td>18,894</td>
<td>144,000</td>
<td>144,000</td>
</tr>
<tr>
<td>7670 Miscellaneous Revenue</td>
<td>1</td>
<td>5,000</td>
<td>99</td>
<td>5,000</td>
<td>5,000</td>
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<tr>
<td>7680 Six-Month Expired (Outlawed) Checks</td>
<td>2,019</td>
<td>1,000</td>
<td>0</td>
<td>1,500</td>
<td>1,500</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
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<td>6,000</td>
<td>99</td>
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<td>6,500</td>
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<tr>
<td>7811 Transfers In - from Funds 101-199</td>
<td>847,738</td>
<td>975,000</td>
<td>300,000</td>
<td>700,000</td>
<td>700,000</td>
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<tr>
<td>7852 Capital Asset Sales - Non-Taxable - Resale</td>
<td>34,406</td>
<td>5,000</td>
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<td><strong>Other Financing Sources Category Total</strong></td>
<td>882,144</td>
<td>980,000</td>
<td>300,000</td>
<td>710,000</td>
<td>710,000</td>
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<td><strong>071 Building &amp; Safety General Fund Total</strong></td>
<td>13,514,921</td>
<td>16,207,481</td>
<td>13,840,698</td>
<td>16,207,481</td>
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</tr>
<tr>
<td>Revenue Account Title</td>
<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
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</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
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<td>------------------------------</td>
<td>-----------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>Budget Control: 073 - Alternate Defense</strong></td>
<td></td>
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</tr>
<tr>
<td>7360 Legal Services</td>
<td>0</td>
<td>48,000</td>
<td>48,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7590 Other Charges for Services</td>
<td>0</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
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<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td></td>
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<td></td>
<td></td>
<td>500</td>
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<tr>
<td><strong>073 Alternate Defense Total</strong></td>
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<td>500</td>
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</table>
# Budget Request - Revenue Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 074 - Treasurer-Tax Collector</strong></td>
<td></td>
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<tr>
<td>6540 Penalties and Costs on Delinquent Taxes</td>
<td>1,333,681</td>
<td>1,043,000</td>
<td>1,043,000</td>
<td>1,113,500</td>
<td>1,113,500</td>
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<tr>
<td>6610 Interest</td>
<td>1,333,681</td>
<td>1,043,000</td>
<td>1,043,000</td>
<td>1,113,500</td>
<td>1,113,500</td>
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<tr>
<td><strong>Fines, Forfeitures &amp; Penalties Category Total</strong></td>
<td>1,333,681</td>
<td>1,043,000</td>
<td>1,043,000</td>
<td>1,113,500</td>
<td>1,113,500</td>
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<tr>
<td>7060 Federal - Disaster Relief</td>
<td>-19,307</td>
<td>10,000</td>
<td>21,727</td>
<td>12,000</td>
<td>12,000</td>
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<tr>
<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
<td>-19,307</td>
<td>10,000</td>
<td>21,727</td>
<td>12,000</td>
<td>12,000</td>
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<tr>
<td><strong>Intergovernmental Revenues Category Total</strong></td>
<td>158,406</td>
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<tr>
<td>7310 Assessment and Tax Collection Fees</td>
<td>2,445,148</td>
<td>2,516,600</td>
<td>2,517,950</td>
<td>2,520,300</td>
<td>2,520,300</td>
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<tr>
<td>7590 Other Charges for Services</td>
<td>6,709,725</td>
<td>8,678,570</td>
<td>8,753,599</td>
<td>8,581,500</td>
<td>8,581,500</td>
</tr>
<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td>9,154,873</td>
<td>11,195,170</td>
<td>11,271,549</td>
<td>11,101,800</td>
<td>11,101,800</td>
</tr>
<tr>
<td>7670 Miscellaneous Revenue</td>
<td>436,025</td>
<td>20,500</td>
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## Budget Request - Revenue Estimate

**FY 2023-24**

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<th>Revenue</th>
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## Budget Request - Revenue Estimate

### FY 2023-24

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## Revenue Request - Revenue Estimate

**FY 2023-24**

### Revenue Account Title

#### Budget Control: 081 - Trial Courts

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### County of Orange

#### Budget Request - Revenue Estimate

**FY 2023-24**

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## Budget Request - Revenue Estimate

**County of Orange**

**Run Date:** 6/20/23  
**Run Time:** 2:28:59 PM  
**Report ID:** B0004 - Revenue Request  
**Page:** 46 of 193  
**Attachment A**

### Obligated Fund Balances Total

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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| 100 County General Fund-Level Transactions Total | 972,601,781 | 1,015,592,446 | 1,079,620,000 | 1,036,206,509 | 1,036,206,509 |
## Revenue Request - Revenue Estimate

**County of Orange**  
**Budget Request - Revenue Estimate**  
**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td><strong>Budget Control: 102 - Social Services Agency (SSA) Leased Facilities</strong></td>
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<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Recommended Budget</td>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>9720 Restricted</td>
<td>4,054,579</td>
<td>13,420,529</td>
<td>7,559,703</td>
<td>12,752,717</td>
<td>12,752,717</td>
</tr>
<tr>
<td><strong>Obligated Fund Balances Total</strong></td>
<td>4,054,579</td>
<td>13,420,529</td>
<td>7,559,703</td>
<td>12,752,717</td>
<td>12,752,717</td>
</tr>
<tr>
<td><strong>108 OC Dana Point Harbor Total</strong></td>
<td>7,614,976</td>
<td>16,511,566</td>
<td>11,561,339</td>
<td>16,782,231</td>
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</tbody>
</table>
### Revenue Account Title

#### Budget Control: 109 - County Automated Fingerprint Identification

<table>
<thead>
<tr>
<th>Revenue Account</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>6610 Interest</td>
<td>5,482</td>
<td>4,000</td>
<td>33,402</td>
<td>4,000</td>
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<td>7060 Federal - Disaster Relief</td>
<td>23,978</td>
<td>0</td>
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<tr>
<td>7760 Miscellaneous Revenue</td>
<td>47</td>
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</table>

#### Inter政府ernal Revenues Category Total

<table>
<thead>
<tr>
<th>Revenue Account</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>7811 Transfers In - from Funds 101-199</td>
<td>1,902,964</td>
<td>1,835,309</td>
<td>1,835,309</td>
<td>1,795,250</td>
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#### Other Financing Sources Category Total

<table>
<thead>
<tr>
<th>Revenue Account</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-33 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9720 Restricted</td>
<td>0</td>
<td>567,479</td>
<td>80,603</td>
<td>487,440</td>
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#### Obligated Fund Balances Total

<table>
<thead>
<tr>
<th>Revenue Account</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>109 County Automated Fingerprint Identification Total</td>
<td>1,932,471</td>
<td>2,406,788</td>
<td>1,949,314</td>
<td>2,286,690</td>
<td>2,286,690</td>
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<tr>
<td>Revenue Account Title</td>
<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>----------------------------</td>
<td>----------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td><strong>Budget Control: 113 - Building &amp; Safety - Operating Reserve</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6430 Construction Permits</td>
<td>12,349</td>
<td>10,500</td>
<td>11,140</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>6440 Road Privileges and Permits</td>
<td>-104</td>
<td>0</td>
<td>57</td>
<td>0</td>
<td>0</td>
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<tr>
<td>6460 Other Licenses and Permits</td>
<td>-409</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Licenses, Permits &amp; Franchises Category Total</strong></td>
<td>11,835</td>
<td>10,500</td>
<td>11,197</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>6610 Interest</td>
<td>57,385</td>
<td>55,000</td>
<td>159,946</td>
<td>110,000</td>
<td>110,000</td>
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<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
<td>57,385</td>
<td>55,000</td>
<td>159,946</td>
<td>110,000</td>
<td>110,000</td>
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<tr>
<td>7380 Planning and Engineering Services</td>
<td>141</td>
<td>0</td>
<td>771</td>
<td>0</td>
<td>0</td>
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<tr>
<td>7590 Other Charges for Services</td>
<td>-471</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>Charges For Services Category Total</strong></td>
<td>-331</td>
<td>0</td>
<td>771</td>
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<td>0</td>
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<tr>
<td>7670 Miscellaneous Revenue</td>
<td>2,186</td>
<td>0</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
<td>2,186</td>
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<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>7810 Transfers In - from Fund 100</td>
<td>0</td>
<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
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<tr>
<td><strong>Other Financing Sources Category Total</strong></td>
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<td>1,000</td>
<td>0</td>
<td>1,000</td>
<td>1,000</td>
</tr>
<tr>
<td>9720 Restricted</td>
<td>909,613</td>
<td>1,091,906</td>
<td>133,818</td>
<td>1,236,906</td>
<td>1,236,906</td>
</tr>
<tr>
<td><strong>Obligated Fund Balances Total</strong></td>
<td>909,613</td>
<td>1,091,906</td>
<td>133,818</td>
<td>1,236,906</td>
<td>1,236,906</td>
</tr>
<tr>
<td><strong>113 Building &amp; Safety - Operating Reserve Total</strong></td>
<td>980,689</td>
<td>1,158,406</td>
<td>305,732</td>
<td>1,358,406</td>
<td>1,358,406</td>
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</table>
## Revenue - Account Title

**Budget Control: 115 - OC Road**

### Licenses, Permits & Franchises Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>6440 6440 Road Privileges and Permits</td>
<td>-403 0 1,899 0 0</td>
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<td></td>
</tr>
<tr>
<td>6520 6520 Other Court Fines</td>
<td>1,707 2,000 666 2,000 2,000</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
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</table>

### Fines, Forfeitures & Penalties Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>6520 6520 Other Court Fines</td>
<td>1,707 2,000 666 2,000 2,000</td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
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</tbody>
</table>

### Revenue from Use of Money and Property Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>6760 6760 State - Other State In-Lieu Tax</td>
<td>12 0 0 0</td>
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<tr>
<td>6920 6920 State - Construction</td>
<td>0 100,000 100,000</td>
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</tr>
<tr>
<td>6970 6970 State - Other</td>
<td>0 444,769</td>
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</tr>
<tr>
<td>7130 7130 Other Governmental Agencies</td>
<td>4,579,214 3,798,495 4,551,634 4,800,957</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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</table>

### Intergovernmental Revenues Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>7480 7480 Road and Street Services</td>
<td>1,820,873 2,238,000 1,590,857 2,320,000 2,320,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7590 7590 Other Charges for Services</td>
<td>11,701,578 8,104,878 11,068,182</td>
<td>9,550,439</td>
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<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
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</table>

### Charges For Services Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>7670 7670 Miscellaneous Revenue</td>
<td>25,816 0 35,755 0</td>
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<tr>
<td>7680 7680 Six-Month Expired (Outlawed) Checks</td>
<td>1,981 0 0 0</td>
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<tr>
<td><strong>Total</strong></td>
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</tbody>
</table>

### Miscellaneous Revenues Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>7811 7811 Transfers In - from Funds 101-199</td>
<td>6,491,830 1,328,000 1,222,000 1,295,000 1,295,000</td>
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<td></td>
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<tr>
<td>7814 7814 Transfers In - from Funds 400-499</td>
<td>20,913 10,000 10,000 10,000</td>
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<tr>
<td>7852 7852 Capital Asset Sales - Non-Taxable - Resale</td>
<td>199,105 0 25,212 0</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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</table>

### Other Financing Sources Category Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>9720 9720 Restricted</td>
<td>0 2,628,682 0</td>
<td></td>
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</tr>
<tr>
<td><strong>Total</strong></td>
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<td></td>
</tr>
</tbody>
</table>

### Obligated Fund Balances Total

<table>
<thead>
<tr>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>115 OC Road Total</td>
<td></td>
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</table>

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**Page 391 of 650**
### Revenue Request - Revenue Estimate

**County of Orange**  
**Budget Request - Revenue Estimate**  
**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 116 - Narcotic Forfeiture &amp; Seizure</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6530</td>
<td>Forfeitures and Penalties</td>
<td>243,411</td>
<td>260,309</td>
<td>207,211</td>
<td>169,021</td>
<td>169,021</td>
</tr>
<tr>
<td>6610</td>
<td>Interest</td>
<td>7,958</td>
<td>10,000</td>
<td>16,197</td>
<td>13,809</td>
<td>13,809</td>
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<tr>
<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7670</td>
<td>Miscellaneous Revenue</td>
<td>314</td>
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<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>9720</td>
<td>Restricted</td>
<td>163,729</td>
<td>400,813</td>
<td>54,130</td>
<td>211,290</td>
<td>211,290</td>
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<td><strong>Obligated Fund Balances Total</strong></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>116</td>
<td>Narcotic Forfeiture &amp; Seizure Total</td>
<td>415,411</td>
<td>671,122</td>
<td>277,538</td>
<td>394,120</td>
<td>394,120</td>
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</tbody>
</table>
### Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 117 - OC Housing Authority - Operating Reserves</strong></td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>6610 Interest</td>
<td>66,803</td>
<td>50,155</td>
<td>173,823</td>
<td>181,529</td>
<td>181,529</td>
</tr>
<tr>
<td>6620 Short-Term Leases/Rents/Concessions-Other</td>
<td>8,520</td>
<td>8,520</td>
<td>8,520</td>
<td>8,520</td>
<td>8,520</td>
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<tr>
<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
<td>75,323</td>
<td>58,675</td>
<td>182,343</td>
<td>190,049</td>
<td>190,049</td>
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<tr>
<td>7670 Miscellaneous Revenue</td>
<td>14,622</td>
<td>100,000</td>
<td>13,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
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<td>100,000</td>
<td>13,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>7810 Transfers in - from Fund 100</td>
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<td>6,000,000</td>
<td>6,000,000</td>
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<td>0</td>
</tr>
<tr>
<td>7852 Capital Asset Sales - Non-Taxable - Resale</td>
<td>0</td>
<td>0</td>
<td>2,781</td>
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<td>0</td>
</tr>
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<td><strong>Other Financing Sources Category Total</strong></td>
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<td>6,002,781</td>
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</tr>
<tr>
<td>9720 Restricted</td>
<td>160,056</td>
<td>3,659,094</td>
<td>0</td>
<td>8,644,810</td>
<td>8,644,810</td>
</tr>
<tr>
<td><strong>Obligated Fund Balances Total</strong></td>
<td>160,056</td>
<td>3,659,094</td>
<td>0</td>
<td>8,644,810</td>
<td>8,644,810</td>
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<tr>
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<td>250,001</td>
<td>9,817,769</td>
<td>6,198,124</td>
<td>8,934,859</td>
<td>8,934,859</td>
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</table>
## Budget Request - Revenue Estimate

**County of Orange**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category Total</td>
<td>30,826</td>
<td>47,256</td>
<td>121,134</td>
<td>59,592</td>
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<tr>
<td><strong>Miscellaneous Revenues Category Total</strong></td>
<td>228,216</td>
<td>395,000</td>
<td>399,261</td>
<td>364,752</td>
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<tr>
<td><strong>Other Financing Sources Category Total</strong></td>
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<td>10,000,000</td>
<td>3,000,000</td>
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<td>11,925,151</td>
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<tr>
<td><strong>Obligated Fund Balances Total</strong></td>
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<td>0</td>
<td>0</td>
<td>6,334,761</td>
<td>6,334,761</td>
</tr>
</tbody>
</table>

**Budget Control: 119 - OC Public Libraries - Capital**

- **6610 Interest**
  - FY 21-22 Actuals (CY Rev): 30,826
  - FY 22-23 Modified Budget: 47,256
  - AF2 Total Estimate: 121,134
  - FY 23-24 Recommended Budget: 59,592
  - FY 23-24 Adopted Budget: 59,592

- **7670 Miscellaneous Revenue**
  - FY 21-22 Actuals (CY Rev): 228,216
  - FY 22-33 Modified Budget: 395,000
  - AF2 Total Estimate: 399,261
  - FY 23-24 Recommended Budget: 364,752
  - FY 23-24 Adopted Budget: 364,752

- **7811 Transfers In - from Funds 101-199**
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  - FY 22-23 Modified Budget: 10,000,000
  - AF2 Total Estimate: 3,000,000
  - FY 23-24 Recommended Budget: 11,925,151
  - FY 23-24 Adopted Budget: 11,925,151

- **9720 Restricted**
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  - AF2 Total Estimate: 0
  - FY 23-24 Recommended Budget: 6,334,761
  - FY 23-24 Adopted Budget: 6,334,761
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### Budget Request - Revenue Estimate

**County of Orange**  
**Run Date:** 6/20/23  
**Run Time:** 2:28:59 PM

#### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Revenue

### Account Title

#### Budget Control: 123 - Dispute Resolution Program

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## Budget Request - Revenue Estimate

**FY 2023-24**

### Revenue Account Title

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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Request - Revenue Estimate

### FY 2023-24

#### Revenue Account Title

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<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Revenue from Use of Money and Property

### Category Total

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<th>FY 22-23 AF2 Total Estimate</th>
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### Obligated Fund Balances Total

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<td>566,816</td>
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## Budget Control: 12J - Proposition 69 - DNA Identification Fund

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Revenue Estimate

### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
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<td>FY 23-24 Adopted Budget</td>
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<tr>
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### Revenue Request - Revenue Estimate

**County of Orange**  
**Budget Request - Revenue Estimate**  
**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td>Intergovernmental Revenues Category Total</td>
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## Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

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<tr>
<th>Revenue</th>
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<th>FY 21-22 Actuals (CY Rev)</th>
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**Budget Control: 12W - SSA Wraparound**

**12W SSA Wraparound Total**

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<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Budget Request - Revenue Estimate

#### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
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<tr>
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## Budget Control: 135 - Real Estate Development Program

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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<tr>
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## County of Orange
### Budget Request - Revenue Estimate
#### FY 2023-24

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## County of Orange
### Budget Request - Revenue Estimate
#### FY 2023-24

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<th>FY 22-23 Modified Budget</th>
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### Budget Request - Revenue Estimate

**FY 2023-24**

**County of Orange**

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<td>20,575,600</td>
<td>282,407</td>
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### Obligated Fund Balances Total

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>9720 Restricted</td>
<td>1,000,000</td>
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### Revenue Request - Revenue Estimate

#### Budget Control: 13Y - Mental Health Services Act

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>6610 Interest</td>
<td>1,318,055</td>
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<tr>
<td>6970 State - Other</td>
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<td>54,748,067</td>
<td>81,853,094</td>
<td>69,349,606</td>
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## Budget Request - Revenue Estimate

**County of Orange**  
**Budget Request - Revenue Estimate**  
**FY 2023-24**

### Revenue Account Title

<table>
<thead>
<tr>
<th>Budget Control: 13Z - Bioterrorism Center for Disease Control Fund</th>
<th>FY 21-22 (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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## Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 140 - Air Quality Improvement</strong></td>
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# County of Orange

**Budget Request - Revenue Estimate**

**FY 2023-24**

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 141 - Sheriff's Substations Fee Program</strong></td>
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<tr>
<td>6610 Interest</td>
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<td>Revenue Account Title</td>
<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------</td>
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<tr>
<td>Budget Control: 142 - Sheriff's Court Ops - Special Collections</td>
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<td>6520 Other Court Fines</td>
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<td>142 Sheriff's Court Ops - Special Collections Total</td>
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### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 2021-22 Actuals (CY Rev)</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 143 - Jail Commissary</strong></td>
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<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
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Page 435 of 650
<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
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</thead>
<tbody>
<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
<td></td>
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<tr>
<td>Budget Control: 144 - Inmate Welfare Fund</td>
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## Budget Request - Revenue Estimate

### FY 2023-24

#### Revenue Account Title

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### Budget Control: 14D - Cal-ID Operational Costs

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- **1,742,506**
- **1,296,906**
- **1,696,610**
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<th>FY 22-23 AF2 Total Estimate</th>
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## County of Orange
### Budget Request - Revenue Estimate
#### FY 2023-24

<table>
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<th>FY 21-22 (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 158 - Major Thoroughfare &amp; Bridge Fee Program</strong></td>
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<td>FY 23-24 Recommended Budget</td>
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<td>FY 22-23 AF2 Total Estimate</td>
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<td>FY 22-23 Adopted Budget</td>
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<tr>
<td><strong>Budget Control: 15D - Countywide Capital Projects Non-General Fund</strong></td>
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### Revenue Account Title

#### Budget Control: 15F - Orange County Housing Authority (OCHA)

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#### Intergovernmental Revenues Category Total

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#### Miscellaneous Revenues Category Total

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#### Obligated Fund Balances Total

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<th>FY 23-24 Adopted Budget</th>
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<tbody>
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#### 15F Orange County Housing Authority (OCHA) Total

<table>
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<tbody>
<tr>
<td>Revenue Account Title</td>
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### Revenue Request - Revenue Estimate FY 2023-24

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<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td><strong>Budget Control: 15H - CalHome Program Reuse Fund</strong></td>
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<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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## Budget Control: 15L - 800 Mhz Cccs

### Revenue from Use of Money and Property

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<th>FY 21-22 Actuals (CY Rev)</th>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Budget Request - Revenue Estimate

**FY 2023-24**

### Obligated Fund Balances Total

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<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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| **15Q Pension Obligation Bond Amort Total** | | | | | |
| 10,000,000 | 0 | 0 | 0 | 0 | 0 |
### Budget Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

<table>
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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Adopted Budget</td>
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### Revenue Accounting Title

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<th>FY 23-24 Adopted Budget</th>
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## County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 270 - Compressed Natural Gas Enterprise Fund</strong></td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Budget Request - Revenue Estimate

**FY 2023-24**

### Revenue Account Title

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<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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## Report ID: B0004 - Revenue Request

### County of Orange

**Budget Request - Revenue Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Budget Control: 281 - Airport Construction Fund</strong></td>
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<td>6610 Interest</td>
<td>74,460</td>
<td>61,000</td>
<td>292,907</td>
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<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
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<td>Category Total</td>
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# Budget Request - Revenue Estimate

**FY 2023-24**

## Revenue Account Title

<table>
<thead>
<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
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<td>Interest</td>
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<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>-------------------------------------------</td>
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## Budget Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**286 OCWR - Brea/Olinda Landfill Escrow Total**

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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<td>110,000</td>
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<td>718,000</td>
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</tr>
<tr>
<td>7812 Transfers In - from Funds 2AA-299</td>
<td>118,278</td>
<td>110,000</td>
<td>470,000</td>
<td>718,000</td>
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## Revenue - Account Title

### Budget Control: 289 - OCIT Countywide Services

<table>
<thead>
<tr>
<th>Revenue</th>
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<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
<td>6660</td>
<td>Interest</td>
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<td>7670</td>
<td>Miscellaneous Revenue</td>
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<td>Six-Month Expired (Outlawed) Checks</td>
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<td>6,473,338</td>
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<td><strong>109,345,119</strong></td>
<td><strong>90,139,132</strong></td>
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### Budget Request - Revenue Estimate

**FY 2023-24**

**Revenue Account Title**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>7670</td>
<td>Miscellaneous Revenue</td>
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<td>7710</td>
<td>Insurance Premiums</td>
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<td>191,801,700</td>
<td>186,136,003</td>
<td>199,830,412</td>
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**Miscellaneous Revenues Category Total**

<table>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>182,678,394</td>
<td>191,801,700</td>
<td>186,136,003</td>
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**Net Position - Unrestricted**

<table>
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<tr>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
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<td></td>
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<td>6,691,760</td>
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**Total Fund Balance Unassigned Total**

<table>
<thead>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>6,691,760</td>
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<td>5,850,533</td>
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**290 Insured Health Plans ISF Total**

<table>
<thead>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
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<tr>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------------------------</td>
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<td>----------------------------</td>
<td>----------------------------</td>
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<tr>
<td>6610 Interest</td>
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<td>0</td>
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</table>
## Revenue — County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>93,175</td>
<td>46,267</td>
<td>187,446</td>
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<td>Revenue from Use of Money and Property Category Total</td>
<td>93,175</td>
<td>46,267</td>
<td>187,446</td>
<td>8,904</td>
<td>8,904</td>
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<tr>
<td>7040</td>
<td>Federal - Health Administration</td>
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<td>799,998</td>
<td>799,998</td>
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<tr>
<td>7670</td>
<td>Miscellaneous Revenue</td>
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<tr>
<td>7680</td>
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Budget Control: 292 - Self-Insured PPO Health Plans ISF
<table>
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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
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<td><strong>Intergovernmental Revenues</strong></td>
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<td><strong>Other Financing Sources Category Total</strong></td>
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<td>9770 Net Position - Unrestricted</td>
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<td>65,224,389</td>
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<tr>
<td>Revenue Account Title</td>
<td>FY 21-22 Actuals (CY Rev)</td>
<td>FY 22-23 Modified Budget</td>
<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
</tr>
<tr>
<td>-----------------------</td>
<td>---------------------------</td>
<td>--------------------------</td>
<td>-----------------------------</td>
<td>----------------------------</td>
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</tr>
<tr>
<td><strong>Budget Control: 294 - Property &amp; Casualty Risk ISF</strong></td>
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<tr>
<td>6610 Interest</td>
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### Revenue Account Title

<table>
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<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Revenue from Use of Money and Property</strong></td>
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<td>48,200,000</td>
<td>42,615,901</td>
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<tr>
<td>Charges For Services Category Total</td>
<td>54,063,416</td>
<td>48,200,000</td>
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<tr>
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## Budget Request - Revenue Estimate

### FY 2023-24

### County of Orange

#### Revenue

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<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
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<td><strong>Interest</strong></td>
<td>198,313</td>
<td>240,300</td>
<td>716,144</td>
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<td><strong>Revenue from Use of Money and Property</strong></td>
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<td>240,300</td>
<td>716,144</td>
<td>617,378</td>
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### 296 OC Fleet Services Total

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<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
<td>38,142,181</td>
<td>47,704,906</td>
<td>40,876,710</td>
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### County of Orange

#### Budget Request - Revenue Estimate

**FY 2023-24**

---

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td>Budget Control: 297 - Reprographics ISF</td>
<td>6610 Interest</td>
<td>12,354</td>
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<td>7060 Federal - Disaster Relief</td>
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<td><strong>Revenue from Use of Money and Property Category Total</strong></td>
<td><strong>12,354</strong></td>
<td><strong>40,000</strong></td>
<td><strong>36,445</strong></td>
<td><strong>25,000</strong></td>
<td><strong>25,000</strong></td>
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<tr>
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<td>7590 Other Charges for Services</td>
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<td><strong>Charges For Services Category Total</strong></td>
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<td><strong>5,355,502</strong></td>
<td><strong>5,341,785</strong></td>
<td><strong>5,609,438</strong></td>
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Page 485 of 650
<table>
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<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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</thead>
<tbody>
<tr>
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<td>Budget Control: 298 - Self-Insured Benefits ISF</td>
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<td>Self-Insured Benefits ISF Total</td>
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## Budget Control: 299 - OC Waste & Recycling Enterprise

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<tr>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<td>FY 23-24 Recommended Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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## Budget Request - Revenue Estimate

**County of Orange**

**Report ID:** B0004 - Revenue Request

**Run Date:** 6/20/23

**Run Time:** 2:28:59 PM

**Page:** 154 of 193

### Obligated Fund Balances

<table>
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<tr>
<th>Revenue</th>
<th>Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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**Budget Control: 400 - OC Flood**

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<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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<td>9,949,364</td>
<td>67,190,611</td>
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**400 OC Flood Total**

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<td>Interest</td>
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## County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
<td><strong>Budget Control: 404 - OC Flood Santa Ana River Mainstem/Prado Dam Cap</strong></td>
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## County of Orange
### Budget Request - Revenue Estimate
#### FY 2023-24

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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Page 495 of 650
## Budget Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

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<th>Revenue</th>
<th>Account Title</th>
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## County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

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## County of Orange

### Budget Request - Revenue Estimate

**FY 2023-24**

<table>
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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tr>
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<td>FY 22-23 AF2 Total Estimate</td>
<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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## Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

### Revenue Account Title

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<thead>
<tr>
<th>Budget Control: 487 - CFD2002-1 Ladera Debt Service</th>
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<td>6320 Special Taxes (Community Facility Districts)</td>
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**Page 502 of 650**
### Budget Request - Revenue Estimate

**County of Orange**

**Run Date:** 6/20/23  
**Run Time:** 2:28:59 PM

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<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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<tbody>
<tr>
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### Budget Request - Revenue Estimate

**County of Orange**

**Revenue Request**

**FY 2023-24**

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<tr>
<th>Revenue Account Title</th>
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<th>FY 23-24 Adopted Budget</th>
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## Budget Request - Revenue Estimate

### FY 2023-24

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Budget Control: 501 - Rancho Santa Margarita CFD 87-5a Debt Service

Attachment A

Page 505 of 650
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### Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request**

**FY 2023-24**

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<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
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<th>FY 22-23 AF2 Total Estimate</th>
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### Budget Request - Revenue Estimate
**FY 2023-24**

**County of Orange**

**Revenue Request**

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<th>Account Title</th>
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<td>FY 23-24 Adopted Budget</td>
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## Revenue Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

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<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
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<th>FY 23-24 Adopted Budget</th>
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### Budget Control: 523 - AD 01-1 Newport Coast Debt Service G2

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## County of Orange
### Budget Request - Revenue Estimate
#### FY 2023-24

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Request - Revenue Estimate

**County of Orange**

**Budget Request - Revenue Estimate**

**FY 2023-24**

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<thead>
<tr>
<th>Revenue Account Title</th>
<th>FY 21-22 Actuals (CY Rev)</th>
<th>FY 22-23 Modified Budget</th>
<th>FY 22-23 AF2 Total Estimate</th>
<th>FY 23-24 Recommended Budget</th>
<th>FY 23-24 Adopted Budget</th>
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### Revenue Account Title

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<th>FY 22-23 AF2 Total Estimate</th>
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## Budget Request - Revenue Estimate

### FY 2023-24

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### Budget Control: 555 - CFD 2003-1 Ladera Debt Service

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<td>10,000</td>
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<td>12,321</td>
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<td>84,200</td>
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<td>FY 23-24 Adopted Budget</td>
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<td>10,000</td>
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<td>FY 23-24 Adopted Budget</td>
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<tr>
<td>6610 Interest</td>
<td>4,894</td>
<td>200</td>
<td>157,187</td>
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<td>Revenue from Use of Money and Property</td>
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<td>9721 Restricted for Debt Service</td>
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<td>3,476,825</td>
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<td>3,476,825</td>
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<td>3,634,012</td>
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<td>FY 23-24 Adopted Budget</td>
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<td><strong>Fines, Forfeitures &amp; Penalties Category Total</strong></td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td><strong>Budget Control: 564 - CFD 2017-1 RMV (Village of Esencia) IA No. 2 Debt Service</strong></td>
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<td>6320 Special Taxes (Community Facility Districts)</td>
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<td>996,150</td>
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<td>1,012,000</td>
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<td>FY 23-24 Recommended Budget</td>
<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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<td>FY 23-24 Adopted Budget</td>
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<td><strong>Budget Control: 590 - IHSS Public Authority</strong></td>
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<td>13,453</td>
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<td>96,251</td>
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<td>144,706</td>
<td>144,706</td>
</tr>
<tr>
<td>590 IHSS Public Authority Total</td>
<td>2,325,341</td>
<td>3,222,149</td>
<td>2,984,347</td>
<td>3,447,559</td>
<td>3,447,559</td>
</tr>
<tr>
<td><strong>Report Total</strong></td>
<td>7,153,177,975</td>
<td>9,665,411,665</td>
<td>8,256,510,931</td>
<td>9,300,453,031</td>
<td>9,327,621,118</td>
</tr>
</tbody>
</table>
EXHIBIT 1-I

TRANSFER IN AND OUT
BY FUND\BUDGET CONTROL
Attachment A

County of Orange
FY 2023-24 Transfer Out and In by Fund\Budget Control
TRANSFER OUT
Fund

Budget
Control

Cd

Object

1

100

012

E012T296

4802

2

100

024

E012T296

4802

3

108

108

E012T034

4800

4

120

120

E012T119

4801

5

120

120

E012T296

4802

6

121

121

E012T024

4800

7

15G

15G

E012T15D

4801

8

16D

16D

E012T004

9

405

405

E012T106

10

405

405

11

405

405

12

405

13

100

14
15

Page 1 of 2

TRANSFER IN
FY 2023-24 Adopted
Budget

Fund

Budget
Control

Cd

Object

FY 2023-24 Adopted
Budget

47,000

296

296

R080T012

7810

47,000

204,000

296

296

R080T024

7810

204,000

166,945

100

034

R080T108

7811

166,945

11,925,151

119

119

R012T120

7811

11,925,151

72,600

296

296

R080T120

7811

72,600

100,000

100

024

R012T121

7811

100,000

1,179,205

15D

15D

R036T15G

7811

1,179,205

4800

2,517,550

100

004

R017T16D

7811

2,517,550

4801

1,300,000

106

106

R012T405

7814

1,300,000

E012T296

4802

1,055,571

296

296

R080T405

7814

1,055,571

E012T406

4804

19,396,813

406

406

R012T405

7814

19,396,813

405

E012T477

4804

125,000

477

477

R012T405

7814

125,000

004

E017T12M

4801

15,000,000

12M

12M

R017T004

7810

15,000,000

100

004

E017T15D

4801

12,796,000

15D

15D

R036T004

7810

12,796,000

100

004

E017T293

4802

300,000

293

293

R017T004

7810

300,000

16

100

004

E017T296

4802

67,000

296

296

R080T004

7810

67,000

17

100

019

E017T15D

4801

50,451

15D

15D

R036T019

7810

50,451

18

100

035

E017T296

4802

61,000

296

296

R080T035

7810

61,000

19

100

038

E017T15I

4801

4,000,000

15I

15I

R017T038

7810

4,000,000

20

100

081

E017T298

4802

981,389

298

298

R017T081

7810

981,389

21

100

087

E017T15G

4801

20,100,000

15G

15G

R012T087

7810

20,100,000
250,000

22

12J

12J

E017T026

4800

250,000

100

026

R026T12J

7811

23

12J

12J

E017T060

4800

332,590

100

060

R060T12J

7811

332,590

24

12L

12L

E017T017

4800

19,300,000

100

017

R017T12L

7811

19,300,000

25

12M

12M

E017T017

4800

442,643

100

017

R017T12M

7811

442,643

26

12M

12M

E017T15D

4801

91,900,000

15D

15D

R036T12M

7811

91,900,000

27

135

135

E017T035

4800

2,000,000

100

035

R017T135

7811

2,000,000

28

135

135

E017T15D

4801

1,300,000

15D

15D

R036T135

7811

1,300,000

29

13M

13M

E017T042

4800

3,659,159

100

042

R042T13M

7811

3,659,159

30

13N

13N

E017T042

4800

44,270,130

100

042

R042T13N

7811

44,270,130

31

13N

13N

E017T060

4800

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100

060

R060T13N

7811

6,069,162

32

13Y

13Y

E017T042

4800

382,118,663

100

042

R042T13Y

7811

382,118,663

33

14J

14J

E017T026

4800

6,338,766

100

026

R026T14J

7811

6,338,766

34

15B

15B

E017T15G

4801

500,000

15G

15G

R012T15B

7811

500,000

35

15I

15I

E017T289

4802

1,254,023

289

289

R017T15I

7811

1,254,023

36

100

026

E026T296

4802

392,000

296

296

R080T026

7810

392,000

37

116

116

E026T026

4800

90,000

100

026

R026T116

7811

90,000

38

122

122

E026T026

4800

1,526,362

100

026

R026T122

7811

1,526,362

39

12G

12G

E026T026

4800

653,899

100

026

R026T12G

7811

653,899

40

12H

12H

E026T026

4800

2,509,808

100

026

R026T12H

7811

2,509,808

41

14H

14H

E026T026

4800

2,650,264

100

026

R026T14H

7811

2,650,264

42

12C

12C

E027T027

4800

3,127,658

100

027

R027T12C

7811

3,127,658

43

100

031

E031T296

4802

121,000

296

296

R080T031

7810

121,000

44

297

297

E031T296

4802

18,688

296

296

R080T297

7812

18,688

45

100

036

E036T15D

4801

12,133,931

15D

15D

R036T036

7810

12,133,931

46

15D

15D

E036T017

4800

864,350

100

017

R017T15D

7811

864,350

47

15D

15D

E036T031

4800

2,790,000

100

031

R031T15D

7811

2,790,000

48

15D

15D

E036T040

4800

5,012,873

100

040

R080T15D

7811

5,012,873

49

15D

15D

E036T060

4800

1,843,922

100

060

R060T15D

7811

1,843,922

50

15D

15D

E036T14Q

4801

32,826,844

14Q

14Q

R060T15D

7811

32,826,844

51

100

042

E042T13T

4801

600,000

13T

13T

R042T042

7810

600,000

52

100

042

E042T13U

4801

182,407

13U

13U

R042T042

7810

182,407

53

100

042

E042T14T

4801

200,000

14T

14T

R063T042

7810

200,000

54

138

138

E042T042

4800

172,000

100

042

R042T138

7811

172,000

55

138

138

E042T057

4800

350

100

057

R057T138

7811

350

56

13S

13S

E042T042

4800

7,250,571

100

042

R042T13S

7811

7,250,571
5,124,233

57

13T

13T

E042T042

4800

5,124,233

100

042

R042T13T

7811

58

13U

13U

E042T042

4800

70,000

100

042

R042T13U

7811

70,000

59

13Z

13Z

E042T042

4800

5,051,587

100

042

R042T13Z

7811

5,051,587

60

100

057

E057T296

4802

740,723

296

296

R080T057

7810

740,723

61

14R

14R

E057T057

4800

102,305

100

057

R057T14R

7811

102,305

62

12D

12D

E059T059

4800

5,550,000

100

059

R059T12D

7811

5,550,000

Page 532 of 650


## County of Orange

### FY 2023-24 Transfer Out and In by Fund|Budget Control|
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund</strong></td>
<td><strong>Budget Control</strong></td>
</tr>
</tbody>
</table>

| 12D | 12D | E059T13T | 4801 | 110,000 |
| 12E | 12E | E059T059 | 4800 | 600,000 |
| 100 | 060 | E060T13R | 4801 | 1,812,753 |
| 100 | 060 | E060T14D | 4801 | 57,666 |
| 100 | 060 | E060T296 | 4802 | 7,563,514 |
| 132 | 132 | E060T060 | 4800 | 1,000,000 |
| 13B | 13B | E060T060 | 4800 | 221,422 |
| 13P | 13P | E060T060 | 4800 | 2,500,000 |
| 142 | 142 | E060T060 | 4800 | 1,200,000 |
| 143 | 143 | E060T296 | 4902 | 136,000 |
| 14D | 14D | E060T109 | 4801 | 1,228,329 |
| 14E | 14E | E060T109 | 4801 | 566,921 |
| 14G | 14G | E060T060 | 4800 | 1,000,000 |
| 14Q | 14Q | E060T297 | 4802 | 21,739,178 |
| 15L | 15L | E060T060 | 4800 | 4,021,864 |
| 100 | 063 | E063T102 | 4801 | 1,522,000 |
| 100 | 063 | E063T12W | 4801 | 9,291,912 |
| 102 | 102 | E063T063 | 4800 | 104,000 |
| 12S | 12S | E063T063 | 4800 | 840,000 |
| 12W | 12W | E063T063 | 4800 | 25,685,207 |
| 14T | 14T | E063T063 | 4800 | 13,498,278 |
| 150 | 150 | E060T060 | 4800 | 55,000 |
| 100 | 034 | E060T296 | 4802 | 174,600 |
| 100 | 040 | E060T15D | 4801 | 2,417,535 |
| 100 | 071 | E060T113 | 4801 | 1,000 |
| 100 | 071 | E060T296 | 4802 | 183,000 |
| 100 | 080 | E060T296 | 4802 | 364,088 |
| 113 | 113 | E060T071 | 4802 | 700,000 |
| 115 | 115 | E060T174 | 4801 | 14,129,740 |
| 115 | 115 | E060T296 | 4802 | 342,300 |
| 158 | 158 | E060T115 | 4801 | 1,295,000 |
| 296 | 296 | E060T040 | 4804 | 215,000 |
| 400 | 400 | E060T034 | 4800 | 3,527,543 |
| 400 | 400 | E060T135 | 4801 | 360,000 |
| 400 | 400 | E060T296 | 4802 | 1,209,131 |
| 400 | 400 | E060T401 | 4804 | 41,428,252 |
| 400 | 400 | E060T404 | 4804 | 40,000,000 |
| 468 | 468 | E060T111 | 4801 | 10,000 |
| 280 | 280 | E280T281 | 4802 | 79,440,906 |
| 283 | 283 | E280T281 | 4802 | 27,150,000 |
| 295 | 295 | E299T004 | 4802 | 7,796,000 |
| 295 | 295 | E299T299 | 4802 | 30,946,001 |
| 299 | 299 | E299T273 | 4802 | 85,000,000 |
| 299 | 299 | E299T280 | 4802 | 150,000 |
| 299 | 299 | E299T286 | 4802 | 4,000,000 |
| 299 | 299 | E299T287 | 4802 | 4,000,000 |

Total: 1,184,331,866

### One-Sided Transfers:

<table>
<thead>
<tr>
<th><strong>Fund</strong></th>
<th><strong>Budget Control</strong></th>
<th><strong>Cd</strong></th>
<th><strong>Object</strong></th>
<th><strong>FY 2023-24 Adopted</strong></th>
<th><strong>Budget</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>137</td>
<td>137</td>
<td>E080T828</td>
<td>4808</td>
<td>600,000</td>
<td></td>
</tr>
</tbody>
</table>

Total: 600,000

Note:

1. Transfer out from Fund 137 - Parking Facilities Fund is the County's annual contribution to fund 50 percent of the budgeted shortfall for the purposes of constructing, leasing, maintaining, and operating public parking facilities in the Santa Ana Civic Center. Fund 828 - OC Civic Center Parking/Maintenance Fund was established through a JPA for public parking facilities in the Santa Ana Civic Center, between City of Santa Ana and the County for which the budget must first be approved by the Santa Ana City Council and subsequently by the Board of Supervisors, which occurs after the Board's approval of the County's annual budget creating a timing difference.
EXHIBIT 2

OBLIGATED FUND BALANCE CHANGES BY FUND (GOVERNMENTAL FUNDS)
# Fund Balance - Governmental Funds

## Fiscal Year 2023-24

### County of Orange

**State of California**

### Schedule 3

**Page 1 of 5**

<table>
<thead>
<tr>
<th>Fund Balance</th>
<th>Actual</th>
<th>Estimated</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100 County General Fund</td>
<td>1,310,418,481</td>
<td>(3,365,275)</td>
<td>356,716,675</td>
<td>957,067,081</td>
</tr>
<tr>
<td><strong>TOTAL GENERAL FUND</strong></td>
<td>1,310,418,481</td>
<td>(3,365,275)</td>
<td>356,716,675</td>
<td>957,067,081</td>
</tr>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>102 Social Services Agency (SSA) Leased Facilities</td>
<td>4,968,438</td>
<td>0</td>
<td>4,968,438</td>
<td>0</td>
</tr>
<tr>
<td>106 County Tidelands - Newport Bay</td>
<td>8,214,225</td>
<td>(23,468)</td>
<td>8,237,693</td>
<td>0</td>
</tr>
<tr>
<td>107 Remittance Processing Equipment Replacement</td>
<td>559,687</td>
<td>0</td>
<td>559,687</td>
<td>0</td>
</tr>
<tr>
<td>108 OC Dana Point Harbor</td>
<td>53,444,202</td>
<td>(700,000)</td>
<td>54,144,202</td>
<td>0</td>
</tr>
<tr>
<td>109 County Automated Fingerprint ID</td>
<td>857,434</td>
<td>0</td>
<td>857,434</td>
<td>0</td>
</tr>
<tr>
<td>113 Building and Safety - Operating Reserve</td>
<td>4,213,941</td>
<td>0</td>
<td>4,213,941</td>
<td>0</td>
</tr>
<tr>
<td>115 OC Road</td>
<td>140,652,173</td>
<td>0</td>
<td>140,652,173</td>
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</tr>
<tr>
<td>117 OC Housing Authority - Operating Reserve</td>
<td>13,425,224</td>
<td>0</td>
<td>13,425,224</td>
<td>0</td>
</tr>
<tr>
<td>119 OC Public Libraries - Capital</td>
<td>4,421,504</td>
<td>(1,913,257)</td>
<td>6,334,761</td>
<td>0</td>
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<tr>
<td>122 Motor Vehicle Theft Task Force</td>
<td>3,168,385</td>
<td>0</td>
<td>3,168,385</td>
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</tr>
<tr>
<td>123 Dispute Resolution Program</td>
<td>387,267</td>
<td>0</td>
<td>387,267</td>
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<tr>
<td>126 Regional Narcotics Suppression Program - Other</td>
<td>823,277</td>
<td>(16,867)</td>
<td>840,144</td>
<td>0</td>
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<tr>
<td>128 Survey Monument Preservation</td>
<td>283,918</td>
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<td>283,918</td>
<td>0</td>
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</table>
## COUNTY OF ORANGE  STATE OF CALIFORNIA  FUND BALANCE - GOVERNMENTAL FUNDS  FISCAL YEAR 2023-24

### SCHEDULE 3

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Actual Fund Balance June 30, 2023</th>
<th>Estimated Fund Balance June 30, 2023</th>
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<tbody>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
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<td></td>
</tr>
<tr>
<td>12A MHSA Housing Fund</td>
<td>73,387,659</td>
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<tr>
<td>12C Child Support Program Development</td>
<td>13,354,783</td>
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</tr>
<tr>
<td>12D Clerk-Recorder Special Revenue Fund</td>
<td>14,359,415</td>
<td>0</td>
</tr>
<tr>
<td>12E Clerk-Recorder Operating Reserve Fund</td>
<td>14,794,448</td>
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</tr>
<tr>
<td>12H Proposition 64 - Consumer Protection</td>
<td>5,168,112</td>
<td>0</td>
</tr>
<tr>
<td>12J Proposition 69 - DNA Identification Fund</td>
<td>1,158,919</td>
<td>0</td>
</tr>
<tr>
<td>12M OC CARES FUND</td>
<td>92,342,643</td>
<td>0</td>
</tr>
<tr>
<td>12P Assessor Property Characteristics Revenue</td>
<td>1,312,645</td>
<td>0</td>
</tr>
<tr>
<td>12S SSA Donations and Fees</td>
<td>2,121,961</td>
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</tr>
<tr>
<td>12W SSA Wraparound</td>
<td>28,755,488</td>
<td>0</td>
</tr>
<tr>
<td>132 Sheriff Narcotics Program – Dept of Justice</td>
<td>11,549,156 (1,378)</td>
<td>11,550,534</td>
</tr>
<tr>
<td>133 Sheriff Narcotics Program - Other</td>
<td>401,911 (430)</td>
<td>402,341</td>
</tr>
<tr>
<td>134 Orange County Jail Fund</td>
<td>4,331</td>
<td>4,331</td>
</tr>
<tr>
<td>135 Real Estate Development Program</td>
<td>6,801,285 (76,101)</td>
<td>6,877,386</td>
</tr>
<tr>
<td>137 Parking Facilities</td>
<td>3,462,901 (20,365)</td>
<td>3,483,266</td>
</tr>
<tr>
<td>138 Medi-Cal Admin. Activities/Targeted Case Mgmt.</td>
<td>1,384,058</td>
<td>1,384,058</td>
</tr>
<tr>
<td>139 Sheriff Narcotics Program - CALMMET - Treasury</td>
<td>221,172 (462)</td>
<td>221,634</td>
</tr>
<tr>
<td>13B Traffic Violator Fund</td>
<td>837,305</td>
<td>837,305</td>
</tr>
<tr>
<td>13N Orange County Tobacco Settlement Fund</td>
<td>19,993,468</td>
<td>19,993,468</td>
</tr>
<tr>
<td>13P State Criminal Alien Assistance Program (SCAAP)</td>
<td>222,875</td>
<td>222,875</td>
</tr>
<tr>
<td>13R Sheriff-Coroner Replacement &amp; Maintenance Fund</td>
<td>21,883,790</td>
<td>21,883,790</td>
</tr>
<tr>
<td>Fund Name</td>
<td>Actual Fund Balance</td>
<td>Encumbrances</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>---------------------</td>
<td>--------------</td>
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<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13S Emergency Medical Services</td>
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</tr>
<tr>
<td>13T HCA Purpose Restricted Revenues</td>
<td>10,286,960</td>
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<tr>
<td>13U HCA Interest Bearing Purpose Restricted Revenue</td>
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<tr>
<td>13W HCA Realignment</td>
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<tr>
<td>13Y Mental Health Services Act</td>
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</tr>
<tr>
<td>13Z Bioterrorism Center for Disease Control Fund</td>
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<tr>
<td>140 Air Quality Improvement</td>
<td>341,533</td>
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<td>141 Sheriff's Substation Fee Program</td>
<td>907,775</td>
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<tr>
<td>142 Sheriff's Court Ops - Special Collections</td>
<td>1,119,538</td>
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<tr>
<td>143 Jail Commissary</td>
<td>3,710,962</td>
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<tr>
<td>144 Inmate Welfare Fund</td>
<td>11,737,076</td>
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</tr>
<tr>
<td>148 Foothill Circulation Phasing Plan</td>
<td>882,582</td>
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<tr>
<td>14D Cal-ID Operational Costs</td>
<td>463,819</td>
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<tr>
<td>14E Cal-ID System Costs</td>
<td>41,548,293</td>
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<tr>
<td>14G Sheriff's Supplemental Law Enforcement Service</td>
<td>2,294,958</td>
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<tr>
<td>14H DA's Supplemental Law Enforcement Services</td>
<td>1,153,458</td>
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</tr>
<tr>
<td>14J Excess Public Safety Sales Tax</td>
<td>17,571,205</td>
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<tr>
<td>14R Ward Welfare</td>
<td>128,404</td>
<td>0</td>
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<tr>
<td>14T Operations Facilities Development and Maintenance Fund</td>
<td>15,800,480</td>
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<tr>
<td>14U Court Facilities Fund</td>
<td>1,352,563</td>
<td>0</td>
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<tr>
<td>151 South County Roadway Improvement Prog (SCRIP)</td>
<td>(39,059,524)</td>
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</tr>
<tr>
<td>Fund Name</td>
<td>Actual Fund Balance June 30, 2023</td>
<td>Estimated Fund Balance June 30, 2023</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td><strong>SPECIAL REVENUE FUNDS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>158 Major Thoroughfare &amp; Bridge Fee Program</td>
<td>18,069,941</td>
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<tr>
<td>15B CEO Single Family Housing</td>
<td>4,656,120</td>
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<tr>
<td>15F Orange County Housing Authority (OCHA)</td>
<td>17,576,510</td>
<td>(40)</td>
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<tr>
<td>15G OC Housing</td>
<td>24,969,425</td>
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<td>15H CalHome Program Reuse Fund</td>
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<tr>
<td>15L 800 MHz CCCS</td>
<td>2,175,309</td>
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<tr>
<td>15N Delta Special Revenue</td>
<td>125,623</td>
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<tr>
<td>15Q Pension Obligation Bond Amortization</td>
<td>135,745,141</td>
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<tr>
<td>15T El Toro Improvement Fund</td>
<td>8,958,781</td>
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<tr>
<td>15U Strategic Priority - Affordable Housing</td>
<td>4,209,859</td>
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<tr>
<td>16D OC Animal Shelter Construction Fund</td>
<td>219,002</td>
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<tr>
<td>174 OC Road - Capital Improvement Projects</td>
<td>61,864,412</td>
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<tr>
<td><strong>TOTAL SPECIAL REVENUE FUNDS</strong></td>
<td>1,167,890,829</td>
<td>(2,939,772)</td>
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<td><strong>CAPITAL PROJECTS FUNDS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>104 Criminal Justice Facilities - ACO</td>
<td>3,491,522</td>
<td>(45,530)</td>
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<tr>
<td>14Q Sheriff-Coroner Construction and Facility Dev.</td>
<td>852,988</td>
<td>(1,232,934)</td>
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<tr>
<td>15D Countywide Capital Projects Non-General Fund</td>
<td>201,833,611</td>
<td>(5,047,617)</td>
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<tr>
<td>15I Countywide IT Projects Non-General Fund</td>
<td>30,057,403</td>
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<td><strong>TOTAL CAPITAL PROJECTS FUNDS</strong></td>
<td>236,235,524</td>
<td>(6,326,081)</td>
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## COUNTY OF ORANGE
### STATE OF CALIFORNIA
#### FUND BALANCE - GOVERNMENTAL FUNDS
##### FISCAL YEAR 2023-24

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>* Total Fund Balance June 30, 2023</th>
<th>LESS: OBLIGATED FUND BALANCES</th>
<th>Fund Balance Available June 30, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1)</td>
<td>Encumbrances (3)</td>
<td>Nonspendable Restricted &amp; Committed (4)</td>
</tr>
<tr>
<td><strong>DEBT SERVICE FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>15Y Teeter Series A Debt Service Fund</td>
<td>140,603,483</td>
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<td>140,603,483</td>
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<td>TOTAL DEBT SERVICE FUNDS</td>
<td>140,603,483</td>
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<td>140,603,483</td>
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<tr>
<td><strong>PERMANENT FUNDS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15K Limestone Regional Park Mitigation Endowment</td>
<td>216,701</td>
<td>0</td>
<td>216,701</td>
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<td>TOTAL PERMANENT FUNDS</td>
<td>216,701</td>
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<td>216,701</td>
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<tr>
<td><strong>TOTAL GOVERNMENTAL FUNDS</strong></td>
<td>2,855,365,018</td>
<td>(12,631,128)</td>
<td>1,701,918,724</td>
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</tbody>
</table>

*Footnote: Actual Fund Balance not available at time of adoption. Actuals are available from County of Orange, Auditor-Controller.*
EXHIBIT 3

OBLIGATED FUND BALANCE CHANGES BY FUND (SPECIAL DISTRICTS)
### COUNTY OF ORANGE
STATE OF CALIFORNIA
FUND BALANCE - SPECIAL DISTRICTS AND OTHER AGENCIES
NON-ENTERPRISE
FISCAL YEAR 2023-24

### SCHEDULE 13

<table>
<thead>
<tr>
<th>District/Agency Name</th>
<th>* Total Fund Balance June 30, 2023</th>
<th>Actual Encumbrances</th>
<th>Actual Nonspendable Restricted &amp; Committed</th>
<th>Actual Assigned</th>
<th>Actual Fund Balance Available June 30, 2023</th>
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<tbody>
<tr>
<td><strong>FLOOD CONTROL DISTRICT</strong></td>
<td></td>
<td></td>
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<tr>
<td>400 OC Flood</td>
<td>218,170,409</td>
<td>15,415,330</td>
<td>202,755,079</td>
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<tr>
<td>401 OC Flood - Capital Improvement Projects</td>
<td>25,224,888</td>
<td>1,000,000</td>
<td>24,224,888</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>404 OC Flood- Santa Ana River Main/Prado Dam Capital Project</td>
<td>126,382,941</td>
<td>(3,682,287)</td>
<td>130,065,228</td>
<td>0</td>
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<tr>
<td><strong>TOTAL FLOOD CONTROL DISTRICT</strong></td>
<td>369,778,238</td>
<td>12,733,043</td>
<td>357,045,195</td>
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<td>0</td>
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<td><strong>LANDSCAPING AND LIGHTING ASSESSMENT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>459 N. Tustin Landscape &amp; Lighting Assessment Dist.</td>
<td>5,401,288</td>
<td>0</td>
<td>5,401,288</td>
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<td><strong>TOTAL LANDSCAPING AND LIGHTING ASSESSMENT</strong></td>
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<td>5,401,288</td>
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<td><strong>SERVICE AREAS</strong></td>
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<td></td>
</tr>
<tr>
<td>405 OC Parks CSA26</td>
<td>24,203,785</td>
<td>(13,695,942)</td>
<td>37,899,727</td>
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<td>0</td>
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<tr>
<td>406 OC Parks Capital</td>
<td>21,282,039</td>
<td>(2,271,601)</td>
<td>23,553,640</td>
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<tr>
<td>468 County Service Area #13 - La Mirada</td>
<td>10,375</td>
<td>0</td>
<td>10,375</td>
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<tr>
<td>477 County Service Area #22 - East Yorba Linda</td>
<td>82,065</td>
<td>0</td>
<td>82,065</td>
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<tr>
<td><strong>TOTAL SERVICE AREAS</strong></td>
<td>45,578,264</td>
<td>(15,967,543)</td>
<td>61,545,807</td>
<td>0</td>
<td>0</td>
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<tr>
<td>District/Agency Name</td>
<td>* Total Fund Balance June 30, 2023</td>
<td>LESS: OBLIGATED FUND BALANCES</td>
<td>Fund Balance Available June 30, 2023</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------</td>
<td>-------------------------------------</td>
<td></td>
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<tr>
<td><strong>ASSESSMENT DISTRICTS</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>431 Special Assessment - Top of the World Improvement</td>
<td>13,866</td>
<td>0</td>
<td>13,866</td>
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<tr>
<td>433 Golden Lantern Reassess. District 94-1 - Debt Service</td>
<td>361,001</td>
<td>0</td>
<td>361,001</td>
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</tr>
<tr>
<td>507 Irvine Coast Assess. District 88-1 - Debt Service</td>
<td>18,716</td>
<td>0</td>
<td>18,716</td>
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</tr>
<tr>
<td>516 Assess. Dist. 01-1 Ziani Project - Debt Service</td>
<td>383,470</td>
<td>(360)</td>
<td>383,830</td>
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<tr>
<td>523 Newport Coast AD 01-1 Group 2 Debt Service</td>
<td>720,524</td>
<td>(1)</td>
<td>720,525</td>
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<tr>
<td>52T Assess. Dist. 01-1 Newport Coast Conv. #1 - DS</td>
<td>1,152,847</td>
<td>(981)</td>
<td>1,153,828</td>
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<tr>
<td>534 Assess. District 01-1 Group 3 Debt Service</td>
<td>894,963</td>
<td>(770)</td>
<td>895,733</td>
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<tr>
<td>536 Newport Coast AD 01-1 Group 4 Conversion Debt Service</td>
<td>811,487</td>
<td>(1,584)</td>
<td>813,071</td>
<td></td>
<td></td>
</tr>
<tr>
<td>551 Assess. Dist. 92-1 Newport Ridge - Debt Service</td>
<td>17,261</td>
<td>0</td>
<td>17,261</td>
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<td></td>
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<tr>
<td><strong>TOTAL ASSESSMENT DISTRICTS</strong></td>
<td>4,374,135</td>
<td>(3,696)</td>
<td>4,377,831</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>COMMUNITY FACILITIES DISTRICTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>479 CFD 99-1 Series A of 1999 Ladera - Debt Service</td>
<td>1,447,728</td>
<td>0</td>
<td>1,447,728</td>
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<tr>
<td>487 CFD 2002-1 Ladera - Debt Service</td>
<td>32,319,572</td>
<td>0</td>
<td>32,319,572</td>
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<tr>
<td>488 Rancho Santa Margarita CFD 86-1 (Series 1988) - Debt Service</td>
<td>24,820</td>
<td>0</td>
<td>24,820</td>
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<tr>
<td>492 Mission Viejo CFD 87-3 (A) - Debt Service</td>
<td>55,190</td>
<td>0</td>
<td>55,190</td>
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<tr>
<td>501 Rancho Santa Margarita CFD 87-5 (A) - Debt Service</td>
<td>18,048</td>
<td>0</td>
<td>18,048</td>
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<tr>
<td>505 Foothill Ranch CFD 87-4 - Debt Service</td>
<td>20,865</td>
<td>0</td>
<td>20,865</td>
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</tr>
<tr>
<td>509 Rancho Santa Margarita CFD 87-5B - Debt Service</td>
<td>27,605</td>
<td>0</td>
<td>27,605</td>
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<tr>
<td>513 Coto De Caza CFD 87-8 - Debt Service</td>
<td>17,073</td>
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<tr>
<td>517 Rancho Santa Margarita CFD 87-5C - Debt Service</td>
<td>30,765</td>
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<tr>
<td>521 Rancho Santa Margarita CFD 87-5D (A) - Debt Service</td>
<td>29,719</td>
<td>0</td>
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<tr>
<td>District/Agency Name</td>
<td>* Total Fund Balance June 30, 2023 (2)</td>
<td>Encumbrances (3)</td>
<td>Nonspendable Restricted &amp; Committed (4)</td>
<td>Assigned (5)</td>
<td>Fund Balance Available June 30, 2023 (6)</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------------------------</td>
<td>------------------</td>
<td>-----------------------------------------</td>
<td>--------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td><strong>COMMUNITY FACILITIES DISTRICTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>530 CFD 2004-1 Ladera - Debt Service</td>
<td>47,254,479</td>
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<td>47,254,479</td>
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<tr>
<td>533 CFD 01-1 Ladera - Debt Service</td>
<td>1,884,259</td>
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<td>1,884,259</td>
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<td>0</td>
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<tr>
<td>541 CFD 2015-1 RMV (Village of Esencia) Debt Service</td>
<td>11,970,259</td>
<td>(1,736)</td>
<td>11,971,995</td>
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<tr>
<td>547 CFD 00-1 (Series A of 2000) Ladera - Debt Service</td>
<td>1,795,625</td>
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<td>1,795,625</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>549 Rancho Santa Margarita CFD 87-5E (A of 1993) - Debt Service</td>
<td>17,531</td>
<td>0</td>
<td>17,531</td>
<td>0</td>
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<tr>
<td>555 CFD 2003-1 Ladera - Debt Service</td>
<td>27,084,048</td>
<td>0</td>
<td>27,084,048</td>
<td>0</td>
<td>0</td>
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<tr>
<td>560 CFD 2016-1 RMV (Village of Esencia) Debt Service</td>
<td>12,062,907</td>
<td>0</td>
<td>12,062,907</td>
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<tr>
<td>561 CFD 2017-1 RMV (Village of Esencia) Construction</td>
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<td>0</td>
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<td>0</td>
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<tr>
<td>562 CFD 2017-1 RMV (Village of Esencia) Debt Service</td>
<td>9,816,915</td>
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<tr>
<td>564 CFD 2017-1 RMV (Village of Esencia) IA No. 2 Debt Service</td>
<td>2,297,835</td>
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<tr>
<td>565 CFD 2021-1 RMV (Rienda) Construction Fund</td>
<td>76,029,283</td>
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<tr>
<td>566 CFD 2021-1 RMV (Rienda) Debt Service</td>
<td>14,645,560</td>
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<td>14,645,560</td>
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<tr>
<td><strong>TOTAL COMMUNITY FACILITIES DISTRICTS</strong></td>
<td>238,850,086</td>
<td>(1,736)</td>
<td>238,851,822</td>
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<td><strong>ORANGE COUNTY DEVELOPMENT AGENCIES</strong></td>
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<tr>
<td>170 Housing Asset Fund</td>
<td>29,324,626</td>
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<td>29,324,626</td>
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<tr>
<td><strong>TOTAL ORANGE COUNTY DEVELOPMENT AGENCIES</strong></td>
<td>29,324,626</td>
<td>0</td>
<td>29,324,626</td>
<td>0</td>
<td>0</td>
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<td><strong>JOINT POWER AUTHORITY</strong></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>590 In-Home Supportive Services Public Authority</td>
<td>2,306,720</td>
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<td>2,306,720</td>
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<td>0</td>
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<tr>
<td><strong>TOTAL JOINT POWER AUTHORITY</strong></td>
<td>2,306,720</td>
<td>0</td>
<td>2,306,720</td>
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## FUND BALANCE - SPECIAL DISTRICTS AND OTHER AGENCIES

### NON-ENTERPRISE

**FISCAL YEAR 2023-24**

<table>
<thead>
<tr>
<th>District/Agency Name</th>
<th>* Total Fund Balance June 30, 2023</th>
<th>LESS: OBLIGATED FUND BALANCES</th>
<th>Fund Balance Available June 30, 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>District/Agency Name</td>
<td>(1)</td>
<td>Encumbrances (3)</td>
<td>Nonspendable Restricted &amp; Committed (4)</td>
</tr>
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<td>TOTAL SPECIAL DISTRICTS AND OTHER AGENCIES GOVERNED BY BOARD OF SUPERVISORS</td>
<td>695,613,357</td>
<td>(3,239,932)</td>
<td>698,853,289</td>
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</table>

*Footnote: Actual Fund Balance not available at time of adoption. Actuals are available from County of Orange, Auditor-Controller.*
EXHIBIT 4

APPROPRIATION LIMIT DATA
### APPROPRIATIONS LIMIT

**FY 2023-2024**

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<tr>
<th>COUNTY FUNDS ENTITY</th>
<th>ORANGE COUNTY FLOOD CONTROL DISTRICT</th>
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<tr>
<td>FY 2023-2024 APPROPRIATIONS LIMIT</td>
<td>$15,692,450,720</td>
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<tr>
<td>FY 2023-2024 ESTIMATED APPROPRIATIONS SUBJECT TO LIMITATION</td>
<td>1,885,301,774</td>
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<tr>
<td>ESTIMATED AMOUNT UNDER FY 2023-2024 LIMIT</td>
<td>$13,807,148,946</td>
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</table>
EXHIBIT 5

OCIT COUNTYWIDE SERVICES ISF
BILLING RATES
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<tr>
<th>Object Codes</th>
<th>Service Description</th>
<th>FY 23-24 Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>1940</td>
<td>Application Development &amp; Development Hourly Rate - County Site</td>
<td>$126.34</td>
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<tr>
<td>1940</td>
<td>Consolidated Physical Servers (per server/mo)</td>
<td>$678.41</td>
</tr>
<tr>
<td>1940</td>
<td>Consolidated Virtual Servers (per server/mo)</td>
<td>$634.19</td>
</tr>
<tr>
<td>1940</td>
<td>Mobility Infrastructure &amp; Licensing</td>
<td>$3.32</td>
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<td>1940</td>
<td>Network Storage</td>
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<tr>
<td>1940</td>
<td>Network Storage (SAN) (per Gig/mo) - Level 1</td>
<td>$0.383</td>
</tr>
<tr>
<td>1940</td>
<td>Network Storage (SAN) (per Gig/mo) - Backup</td>
<td>$0.162</td>
</tr>
<tr>
<td>1940</td>
<td>Network Storage (SAN) (per Gig/mo) - Replication</td>
<td>N/A</td>
</tr>
<tr>
<td>1940</td>
<td>Database &amp; Other Services</td>
<td></td>
</tr>
<tr>
<td>1940</td>
<td>MSSQL Services - Enterprise / Physical DB SQL (per SQL instance/mo)</td>
<td>$340.67</td>
</tr>
<tr>
<td>1940</td>
<td>Check Printing (per check)</td>
<td>$0.086</td>
</tr>
<tr>
<td>1940</td>
<td>Floor Space (per sq. ft./mo)</td>
<td>$15.53</td>
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<tr>
<td>1940</td>
<td>Physical Outlook Mail Box Services (per mailbox/mo)</td>
<td>$13.64</td>
</tr>
<tr>
<td>1940</td>
<td>O365 Cloud Mail Box Services (per mailbox/mo)</td>
<td>$12.96</td>
</tr>
<tr>
<td>1940</td>
<td>Desktop Services</td>
<td></td>
</tr>
<tr>
<td>1940</td>
<td>111 Operator Calls - Managed Services Support Model (per call)</td>
<td>$16.60</td>
</tr>
<tr>
<td>1940</td>
<td>Processor User License (per license/yo)</td>
<td>$116.85</td>
</tr>
<tr>
<td>1940</td>
<td>Network and Voice Services</td>
<td></td>
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<tr>
<td>1940</td>
<td>Full Network Support (per email/mo)</td>
<td>$150.01</td>
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<tr>
<td>1940</td>
<td>WAN Interface Connectivity Support (per email/mo)</td>
<td>$54.88</td>
</tr>
<tr>
<td>0740</td>
<td>Internet Services</td>
<td></td>
</tr>
<tr>
<td>0740</td>
<td>Voice Services (per line/mo)</td>
<td>$79.98</td>
</tr>
<tr>
<td>0740</td>
<td>Voice Services - OCCR &amp; OCPW (per line/mo)</td>
<td>$62.65</td>
</tr>
<tr>
<td>1940</td>
<td>ISF 289 - OCIT Countywide Services Departmental Indirect Charge*</td>
<td>20.32%</td>
</tr>
</tbody>
</table>

**Notes:** Additional services requested not listed on this rate sheet considered pass-through services.
## OC FLEET SERVICES INTERNAL SERVICE FUND

(Object 2600/2602)

Source: OC Fleet Services (OC Public Works), Charles Velasquez (714) 955-0381

<table>
<thead>
<tr>
<th></th>
<th>FY 22-23 BUDGET</th>
<th>FY 23-24 BUDGET</th>
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<tbody>
<tr>
<td><strong>Hourly Rates:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Fleet Technician</strong></td>
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<td></td>
</tr>
<tr>
<td>Regular Hours</td>
<td>$114.00</td>
<td>$117.00</td>
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<tr>
<td>Overtime Hours</td>
<td>$137.00</td>
<td>$140.00</td>
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<table>
<thead>
<tr>
<th><strong>Pool Vehicle Daily Rental Rates:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vehicle Category</strong></td>
</tr>
<tr>
<td>Pool - 1 (Cargo Van, Pick-ups, Vans)</td>
</tr>
<tr>
<td>Pool - 2 (Full Size Sedan)</td>
</tr>
<tr>
<td>Pool - 3 (Compact Sedan)</td>
</tr>
<tr>
<td>Pool - 4 (Stakebed Truck)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Surcharges:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Parts, per issued amount</td>
</tr>
<tr>
<td>Vendor Contracts, per invoice amount</td>
</tr>
<tr>
<td>Bulk Fuel, per gallon</td>
</tr>
<tr>
<td>Credit Card Fuel, per transaction amount</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Asset Management Fee:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>per month, per fleet unit</td>
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</table>
EXHIBIT 7

OC PRINTING & GRAPHICS
INTERNAL SERVICE FUND
BILLING RATES
### Press Operations

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate</th>
<th>Premium Rate</th>
</tr>
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<tbody>
<tr>
<td>Print Master</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Digital Offset (D.I.)</td>
<td>$187.39</td>
<td>$245.49</td>
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<tr>
<td>Ryobi</td>
<td>$187.39</td>
<td>$245.49</td>
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</table>

### Bindery Services

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate</th>
<th>Premium Rate</th>
</tr>
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<tbody>
<tr>
<td>Paper Cutter - Guillotine</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Machine Collate</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Inserting</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Manual Work-hand collate, banding, padding</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Perfect Binder</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Small Equipment-stitch, drill, GBC punch/drill</td>
<td>$125.40</td>
<td>$164.28</td>
</tr>
<tr>
<td>Folding</td>
<td>$125.40</td>
<td>$164.28</td>
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<tr>
<td>Shrink Wrap</td>
<td>$125.40</td>
<td>$164.28</td>
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</table>

### Publishing / Composition

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Hourly Rate</th>
<th>Premium Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Flighting</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Imposition</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Platemaking</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Graphic Design</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Keyboarding - Typesetting</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Desktop Publishing</td>
<td>$187.39</td>
<td>$245.49</td>
</tr>
<tr>
<td>Publishing Bidding Service</td>
<td>$187.39</td>
<td>$245.49</td>
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</table>

### Digital Printing Service

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Per Unit</th>
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</thead>
<tbody>
<tr>
<td>Black 8.5 x 11 - 1 Sided</td>
<td>$0.04</td>
</tr>
<tr>
<td>Black 8.5 x 11 - 2 Sided</td>
<td>$0.09</td>
</tr>
<tr>
<td>Color 8.5 x 11 - 1 Sided</td>
<td>$0.08</td>
</tr>
<tr>
<td>Color 8.5 x 11 - 2 Sided</td>
<td>$0.16</td>
</tr>
<tr>
<td>Color 11 x 17 - 1 Sided</td>
<td>$0.16</td>
</tr>
<tr>
<td>Color 11 x 17 - 2 Sided</td>
<td>$0.32</td>
</tr>
</tbody>
</table>

### Business Cards

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>1-Sided</th>
<th>2-Sided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Business Card Template Creation</td>
<td>$187.39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black Ink</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>$10.16</td>
<td>$13.64</td>
</tr>
<tr>
<td>250</td>
<td></td>
<td>$19.13</td>
<td>$24.35</td>
</tr>
<tr>
<td>500</td>
<td></td>
<td>$28.17</td>
<td>$36.87</td>
</tr>
<tr>
<td>1,000</td>
<td></td>
<td>$47.97</td>
<td>$65.40</td>
</tr>
<tr>
<td>Color Ink Seal, Black Ink Text/Logo</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>$13.64</td>
<td>$22.26</td>
</tr>
<tr>
<td>250</td>
<td></td>
<td>$24.35</td>
<td>$34.81</td>
</tr>
<tr>
<td>500</td>
<td></td>
<td>$36.87</td>
<td>$54.29</td>
</tr>
<tr>
<td>1,000</td>
<td></td>
<td>$65.40</td>
<td>$100.22</td>
</tr>
<tr>
<td>Gold Foil Seal, Black Ink Text/Logo</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>$11.80</td>
<td>$13.64</td>
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<tr>
<td>250</td>
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<td>$64.46</td>
<td>$65.40</td>
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<tr>
<td>Gold Foil Seal, Color Ink Text/Logo</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>100</td>
<td></td>
<td>$15.29</td>
<td>$20.61</td>
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<tr>
<td>250</td>
<td></td>
<td>$28.48</td>
<td>$34.81</td>
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<tr>
<td>500</td>
<td></td>
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<tr>
<td>1,000</td>
<td></td>
<td>$81.88</td>
<td>$100.22</td>
</tr>
</tbody>
</table>

### Service Charges:

- **Supplies:** Cost of supplies plus 15% of cost.
- **Outside Vendor Work (Primarily used for printing/bindery jobs that cannot be provided by OC Printing & Graphics):** Vendor invoice amount plus 15% of invoice cost.
- **Rates subject to change.**
EXHIBIT 8

RETIREMENT RATES
## COUNTY OF ORANGE

**FY 2023-24 EMPLOYEE AND EMPLOYEE RETIREMENT RATES**  
(Effective June 30, 2023)

### EMPLOYER RATES FOR GENERAL MEMBERS - RATE GROUPS 1 & 2

<table>
<thead>
<tr>
<th>Entry</th>
<th>PLN B (AFSCME - Tier II)</th>
<th>PLN U (AFSCME - Tier II)</th>
<th>PLN J (2.7% @ 55 - Tier II)</th>
<th>PLN P (1.62% @ 65 - Tier II)</th>
<th>PLN T (1.62% @ 65 - Tier II)</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>7.91%</td>
<td>7.92%</td>
<td>8.12%</td>
<td>8.15%</td>
<td>8.39%</td>
</tr>
<tr>
<td>66</td>
<td>7.58%</td>
<td>7.59%</td>
<td>7.80%</td>
<td>7.83%</td>
<td>8.05%</td>
</tr>
<tr>
<td>65</td>
<td>7.25%</td>
<td>7.26%</td>
<td>7.47%</td>
<td>7.50%</td>
<td>7.71%</td>
</tr>
<tr>
<td>64</td>
<td>6.93%</td>
<td>6.94%</td>
<td>7.14%</td>
<td>7.17%</td>
<td>7.38%</td>
</tr>
<tr>
<td>63</td>
<td>6.60%</td>
<td>6.61%</td>
<td>6.82%</td>
<td>6.85%</td>
<td>7.05%</td>
</tr>
<tr>
<td>62</td>
<td>6.27%</td>
<td>6.28%</td>
<td>6.49%</td>
<td>6.52%</td>
<td>6.74%</td>
</tr>
<tr>
<td>61</td>
<td>5.94%</td>
<td>5.95%</td>
<td>6.16%</td>
<td>6.19%</td>
<td>6.40%</td>
</tr>
<tr>
<td>60</td>
<td>5.61%</td>
<td>5.62%</td>
<td>5.83%</td>
<td>5.86%</td>
<td>6.07%</td>
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<tr>
<td>59</td>
<td>5.27%</td>
<td>5.28%</td>
<td>5.50%</td>
<td>5.53%</td>
<td>5.74%</td>
</tr>
<tr>
<td>58</td>
<td>4.94%</td>
<td>4.95%</td>
<td>5.17%</td>
<td>5.20%</td>
<td>5.44%</td>
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<tr>
<td>57</td>
<td>4.60%</td>
<td>4.61%</td>
<td>4.83%</td>
<td>4.86%</td>
<td>5.11%</td>
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<tr>
<td>56</td>
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<td>4.28%</td>
<td>4.50%</td>
<td>4.53%</td>
<td>4.79%</td>
</tr>
<tr>
<td>55</td>
<td>3.93%</td>
<td>3.94%</td>
<td>4.16%</td>
<td>4.19%</td>
<td>4.48%</td>
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<tr>
<td>54</td>
<td>3.59%</td>
<td>3.60%</td>
<td>3.82%</td>
<td>3.85%</td>
<td>4.18%</td>
</tr>
<tr>
<td>53</td>
<td>3.25%</td>
<td>3.26%</td>
<td>3.48%</td>
<td>3.51%</td>
<td>3.81%</td>
</tr>
<tr>
<td>52</td>
<td>2.92%</td>
<td>2.93%</td>
<td>3.15%</td>
<td>3.18%</td>
<td>3.51%</td>
</tr>
<tr>
<td>51</td>
<td>2.59%</td>
<td>2.60%</td>
<td>2.82%</td>
<td>2.85%</td>
<td>3.23%</td>
</tr>
<tr>
<td>50</td>
<td>2.26%</td>
<td>2.27%</td>
<td>2.49%</td>
<td>2.52%</td>
<td>2.92%</td>
</tr>
<tr>
<td>49</td>
<td>1.93%</td>
<td>1.94%</td>
<td>2.16%</td>
<td>2.19%</td>
<td>2.62%</td>
</tr>
<tr>
<td>48</td>
<td>1.60%</td>
<td>1.61%</td>
<td>1.83%</td>
<td>1.86%</td>
<td>2.33%</td>
</tr>
<tr>
<td>47</td>
<td>1.28%</td>
<td>1.29%</td>
<td>1.51%</td>
<td>1.54%</td>
<td>2.04%</td>
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<td>46</td>
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<td>0.97%</td>
<td>1.19%</td>
<td>1.22%</td>
<td>1.57%</td>
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<tr>
<td>45</td>
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<td>0.65%</td>
<td>0.87%</td>
<td>0.89%</td>
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<tr>
<td>44</td>
<td>0.32%</td>
<td>0.33%</td>
<td>0.54%</td>
<td>0.56%</td>
<td>0.94%</td>
</tr>
<tr>
<td>43</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Notes:
1. (1) FY 2023-24 Employer rates are adjusted to reflect the economic and non-economic assumption changes as adopted by the OCERS Board for the December 31, 2021 valuation.
2. (2) Employee rates do not include any employer pickup of employee normal contributions.
3. (3) Average Age of Entry = 31 (Plans B, I, J, P, T, & U)
### EMPLOYEE RATES FOR SAFETY MEMBERS - RATE GROUPS 6 & 7 (1)

#### FY 2022-24 EMPLOYER AND EMPLOYEE RETIREMENT RATES

**(Effective June 30, 2023)**

<table>
<thead>
<tr>
<th>Plan</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
<th>Law Enforcement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plans E &amp; F (Law Enforcement - 3.0% @ 50)</strong></td>
<td>Normal</td>
<td>26.66%</td>
<td>28.82%</td>
<td>UAAU</td>
<td>39.73%</td>
<td>35.53%</td>
<td>Total</td>
<td>66.39%</td>
<td>62.15%</td>
</tr>
<tr>
<td><strong>Plans R (Law Enforcement - 3.0% @ 55)</strong></td>
<td>Normal</td>
<td>24.23%</td>
<td>24.74%</td>
<td>UAAU</td>
<td>39.73%</td>
<td>35.53%</td>
<td>Total</td>
<td>63.96%</td>
<td>60.27%</td>
</tr>
<tr>
<td><strong>Plans V (Law Enforcement - 2.7% @ 57 PEPRA)</strong></td>
<td>Normal</td>
<td>17.73%</td>
<td>17.76%</td>
<td>UAAU</td>
<td>39.73%</td>
<td>35.53%</td>
<td>Total</td>
<td>57.46%</td>
<td>53.71%</td>
</tr>
<tr>
<td><strong>Plans E &amp; F (Probation - 3.0% @ 50)</strong></td>
<td>Normal</td>
<td>23.39%</td>
<td>23.16%</td>
<td>UAAU</td>
<td>34.06%</td>
<td>30.55%</td>
<td>Total</td>
<td>57.45%</td>
<td>53.71%</td>
</tr>
<tr>
<td><strong>Plans V (Probation - 2.7% @ 57 PEPRA)</strong></td>
<td>Normal</td>
<td>16.26%</td>
<td>16.11%</td>
<td>UAAU</td>
<td>34.06%</td>
<td>30.55%</td>
<td>Total</td>
<td>50.32%</td>
<td>46.66%</td>
</tr>
</tbody>
</table>

#### Notes:

1. FY 2023-24 Employer rates are adjusted to reflect the economic and non-economic assumption changes as adopted by the OCERS Board for the December 31, 2021 valuation.
2. Employee rates do not include any employer pickup of employee normal contributions.
3. Average Age of Entry = 27 (Plans E, F & V - Probation)
4. Average Age of Entry = 27 (Plans E, F, R & V - Law Enforcement)
EXHIBIT 9-A

SALARY DETAIL BY BUDGET CONTROL
# SALARY DETAIL BY BUDGET CONTROL
## FY 2023-24 ADOPTED BUDGET

<table>
<thead>
<tr>
<th>BUDGET CONTROL</th>
<th>POSITION CLASSIFICATION TITLE</th>
<th>GRADE</th>
<th>FY 2022-23 ADOPTED POSITIONS</th>
<th>FY 2022-23 REQUESTED POSITIONS</th>
<th>FY 2023-24 ADOPTED POSITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>002</td>
<td>Assessor</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Administrative Manager II</td>
<td>AMII</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
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<td>Administrative Manager III</td>
<td>AMIII</td>
<td>6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Appraiser I</td>
<td>A4-56</td>
<td>4</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
<td>Appraiser II</td>
<td>A4-60</td>
<td>51</td>
<td>55</td>
<td>55</td>
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<tr>
<td></td>
<td>Appraiser III</td>
<td>A4-64</td>
<td>18</td>
<td>18</td>
<td>18</td>
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<tr>
<td></td>
<td>Assessment Technician II</td>
<td>A4-43</td>
<td>57</td>
<td>53</td>
<td>53</td>
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<tr>
<td></td>
<td>Assessment Technician III</td>
<td>A4-48</td>
<td>14</td>
<td>17</td>
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<tr>
<td></td>
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<td>0005</td>
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<td>1</td>
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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### NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# SALARY DETAIL BY BUDGET CONTROL

**FY 2023-24 ADOPTED BUDGET**

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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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| 024 OC Animal Care | Administrative Manager I | AMI | 7 | 4 | 4 |
| | Administrative Manager III | AMIII | 2 | 1 | 1 |
| | Administrative Manager III (Specialty) | AMS3 | 1 | 0 | 0 |
| | Animal Care Attendant | T-13 | 12 | 12 | 12 |
| | Animal Care Assistant | C-16 | 3 | 4 | 4 |
| | Animal Care Officer | A1-56 | 22 | 21 | 21 |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# Salary Detail by Budget Control

**FY 2023-24 Adopted Budget**

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<tr>
<th>Budget Control</th>
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<th>Grade</th>
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<th>FY 2022-23 Requested Positions</th>
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| 025 County Counsel | Administrative Manager I | AMI   | 3                             | 1                              | 1                            |
| 025 County Counsel | Administrative Manager II | AMII  | 2                             | 0                              | 0                            |
| 025 County Counsel | Administrative Manager III (Specialty)           | AMS3  | 9                             | 0                              | 0                            |

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

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<th>FY 2023-24 REQUESTED POSITIONS</th>
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| 026 District Attorney-Public Administrator | Accountant/Auditor II | A3-59 | 5 | 5 | 5 |
| | Accounting Assistant II | D3-37 | 2 | 2 | 2 |
| | Accounting Specialist | D3-40 | 5 | 5 | 5 |
| | Administrative Manager I | AMI | 10 | 3 | 3 |
| | Administrative Manager II | AMII | 5 | 0 | 0 |
| | Administrative Manager III | AMIII | 2 | 0 | 0 |
| | Assistant Chief Investigator, District Attorney | LM-2A | 1 | 1 | 1 |
| | Attorney III | L-03 | 102 | 102 | 102 |
| | Attorney's Clerk II | D3-40 | 82 | 80 | 80 |
| | Business Services Administrator | M-3 | 0 | 1 | 1 |
| | Business Services Deputy Director | M-7 | 0 | 1 | 1 |
| | Business Services Manager | M-4 | 0 | 0 | 1 |
| | Business Services Manager, Senior | M-5 | 0 | 1 | 2 |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

<table>
<thead>
<tr>
<th>BUDGET CONTROL</th>
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<th>FY 2022-23 ADOPTED POSITIONS</th>
<th>FY 2023-24 REQUESTED POSITIONS</th>
<th>FY 2023-24 ADOPTED POSITIONS</th>
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL

**FY 2023-24 ADOPTED BUDGET**

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<th>BUDGET CONTROL</th>
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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**NOTE:** Salary detail prepared by County Budget and Finance Office
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## Salary Detail by Budget Control
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**Total Positions:** 1,074, 1,066, 1,066

*Note: Salary detail prepared by County Budget and Finance Office*
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
### SALARY DETAIL BY BUDGET CONTROL

#### FY 2023-24 ADOPTED BUDGET

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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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| | Accounting Technician | D3-45 | 5 | 7 | 7 |
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| | Administrative Manager II | AMII | 1 | 0 | 0 |
| | Administrative Manager III | AMIII | 7 | 3 | 3 |
| | Administrative Manager III | AMIII | 1 | 0 | 0 |
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| | Associate Project Manager | A3-61 | 4 | 4 | 4 |
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| | Business Services Deputy Director | M-7 | 0 | 3 | 3 |
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| | Business Services Manager, Senior | M-5 | 0 | 5 | 5 |
| | Capital Projects Manager, Senior | M-5 | 0 | 1 | 1 |
| | Carpenter | I-5 | 3 | 3 | 3 |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL

### FY 2023-24 ADOPTED BUDGET

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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### FY 2023-24 ADOPTED BUDGET

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

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<th>BUDGET CONTROL</th>
<th>POSITION CLASSIFICATION TITLE</th>
<th>FY 2022-23 ADOPTED POSITIONS</th>
<th>FY 2023-24 REQUESTED POSITIONS</th>
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|                | Accounting Assistant II        | D3-37                         | 18                            | 18                            | 18                            |
|                | Administrative Manager I       | AMI                           | 141                           | 19                            | 19                            |
|                | Administrative Manager II      | AMII                          | 56                            | 6                             | 6                             |
|                | Administrative Manager III     | AMIII                         | 16                            | 0                             | 0                             |
|                | Administrative Manager III (Specialty) | AMS3                  | 1                             | 0                             | 0                             |
|                | Business Services Administrator| M-3                           | 0                             | 6                             | 6                             |
|                | Business Services Analyst      | M-2                           | 0                             | 2                             | 2                             |
|                | Business Services Manager      | M-4                           | 0                             | 1                             | 1                             |
|                | Business Services Manager, Senior | M-5                  | 0                             | 1                             | 1                             |
|                | Community Program Specialist   | A5-54                         | 2                             | 2                             | 2                             |
|                | Data Entry Technician          | D1-38                         | 187                           | 186                           | 186                           |
|                | Director, Social Services      | ML-E                          | 1                             | 1                             | 1                             |
|                | Eligibility Supervisor         | A5-51                         | 209                           | 209                           | 209                           |
|                | Eligibility Technician         | W-22                          | 1,304                         | 1,304                         | 1,304                         |
|                | Emergency Manager              | M-4                           | 0                             | 2                             | 2                             |
|                | Employment and Eligibility Specialist | W-26              | 221                           | 216                           | 216                           |
|                | Executive Manager              | ML-E                          | 5                             | 5                             | 5                             |
|                | Executive Secretary I          | D3-51                         | 1                             | 1                             | 1                             |
|                | Facilities Mechanic            | I-3                           | 3                             | 3                             | 3                             |
|                | Fiscal Administrator           | M-3                           | 0                             | 6                             | 6                             |
|                | Fiscal Analyst                 | M-2                           | 0                             | 5                             | 5                             |
|                | Fiscal Manager                 | M-4                           | 0                             | 2                             | 2                             |
|                | Fiscal Manager, Senior         | M-5                           | 0                             | 1                             | 1                             |
|                | Food Service Worker            | A3-26                         | 4                             | 4                             | 4                             |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# SALARY DETAIL BY BUDGET CONTROL
## FY 2023-24 ADOPTED BUDGET

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<th>FY 2023-24 ADOPTED POSITIONS</th>
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
###Գրանցված Բյուջետ

####2023-24 Գրանցված Բյուջետ

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<th>FY 2023-24 ADOPTED POSITIONS</th>
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####Building & Safety General Fund

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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## Salary Detail by Budget Control
### FY 2023-24 Adopted Budget

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**NOTE:** Salary detail prepared by County Budget and Finance Office
## Salary Detail by Budget Control

### FY 2023-24 Adopted Budget

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| | Administrative Manager II | AMII | 3 | 1 | 1 |
| | Administrative Manager III | AMIII | 1 | 1 | 1 |
| | Business Services Administrator | M-3 | 0 | 1 | 1 |
| | Director of Internal Audit | 7840 | 1 | 1 | 1 |
| | Fiscal Assistant Deputy Director | M-6 | 0 | 1 | 1 |
| | Fiscal Manager | M-4 | 0 | 1 | 1 |
| | Senior Accountant/Auditor | A3-63 | 5 | 5 | 5 |
| | Staff Specialist | A5-53 | 1 | 1 | 1 |
| | **Total Positions** | | 15 | 15 | 15 |

| 080 | OC Public Works | | | | |
| | Accounting Office Supervisor II | D5-47 | 1 | 1 | 1 |

Note: Salary detail prepared by County Budget and Finance Office.
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# SALARY DETAIL BY BUDGET CONTROL
## FY 2023-24 ADOPTED BUDGET

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# Salary Detail by Budget Control
## FY 2023-24 Adopted Budget

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| | County Librarian | ML-E | 1 | 1 | 1 |
| | Executive Secretary I | D3-51 | 1 | 1 | 1 |
| | Librarian I | C-34 | 60 | 60 | 60 |
| | Librarian II | C-38 | 29 | 29 | 29 |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# Salary Detail by Budget Control
## FY 2023-24 Adopted Budget

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**NOTE:** Salary detail prepared by County Budget and Finance Office
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### FY 2023-24 ADOPTED BUDGET

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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
### Salary Detail by Budget Control
#### FY 2023-24 Adopted Budget

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**Note:** Salary detail prepared by County Budget and Finance Office
### Salary Detail by Budget Control
#### FY 2023-24 Adopted Budget

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**NOTE:** Salary detail prepared by County Budget and Finance Office
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

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| 293            | Workers' Compensation Internal Service Fund |                               |                               |                               |
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|                | Administrative Manager II         | AMII                          | 6                             | 0                             |
|                | Administrative Manager III        | AMIII                         | 1                             | 0                             |
|                | Risk Management Analyst          | M-2                           | 0                             | 1                             |
|                | Risk Management Deputy Director   | M-7                           | 0                             | 1                             |
|                | Risk Manager                      | M-4                           | 0                             | 2                             |
|                | Risk Manager, Senior              | M-5                           | 0                             | 5                             |
|                | Safety Specialist                 | C-37                          | 8                             | 8                             |
|                | Senior Safety Specialist          | C-39                          | 2                             | 2                             |
|                | Staff Specialist                  | A5-53                         | 3                             | 3                             |
|                | **TOTAL POSITIONS**               |                               | **23**                        | **23**                        |

| 294            | Property and Casualty Risk Internal Service Fund |                               |                               |                               |
|                | Administrative Manager I          | AMI                           | 3                             | 0                             |
|                | Administrative Manager II         | AMII                          | 2                             | 0                             |
|                | Administrative Manager III        | AMIII                         | 1                             | 0                             |
|                | Business Services Administrator   | M-3                           | 0                             | 1                             |
|                | Business Services Manager, Senior | M-5                           | 0                             | 1                             |
|                | Office Specialist                 | D3-40                         | 3                             | 3                             |

**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
# SALARY DETAIL BY BUDGET CONTROL
## FY 2023-24 ADOPTED BUDGET

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297 Reprographics Internal Service Fund

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**NOTE:** SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
## SALARY DETAIL BY BUDGET CONTROL
### FY 2023-24 ADOPTED BUDGET

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| 299            | OC Waste & Recycling Enterprise                                   |       |                              |                                |                              |
|                | Administrative Manager I                                          | AMI   | 22                           | 17                             | 17                           |
|                | Administrative Manager II                                         | AMII  | 8                            | 3                              | 3                            |
|                | Administrative Manager III                                        | AMIII | 6                            | 6                              | 6                            |
|                | Business Services Administrator                                   | M-3   | 0                            | 1                              | 2                            |
|                | Business Services Analyst                                         | M-2   | 0                            | 2                              | 2                            |
|                | Capital Projects Manager, Senior                                  | M-5   | 0                            | 1                              | 1                            |
|                | Civil Engineer                                                    | C-48  | 6                            | 6                              | 6                            |
|                | Civil Engineering Associate                                       | C-41  | 5                            | 5                              | 7                            |
|                | Director OC Waste & Recycling                                     | ML-E  | 1                            | 1                              | 1                            |
|                | Engineering Technician                                            | C-29  | 5                            | 5                              | 5                            |
|                | Executive Secretary I                                             | D3-51 | 1                            | 1                              | 1                            |
|                | Fee Station Attendant                                             | T-14  | 14                           | 14                             | 14                           |
|                | Fiscal Analyst                                                    | M-2   | 0                            | 0                              | 1                            |
|                | Information Processing Technician                                  | D3-38 | 1                            | 1                              | 1                            |
|                | Landfill Equipment Operator                                       | T-27  | 66                           | 66                             | 69                           |
|                | Landfill Laborer                                                   | T-12  | 50                           | 47                             | 56                           |
|                | Landfill Maintenance Crew Supervisor                               | C-27  | 6                            | 6                              | 6                            |
|                | Landfill Maintenance Worker                                       | T-16  | 20                           | 20                             | 20                           |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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400 OC Flood Control

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NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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|                | Administrative Manager I                      | AMI                          | 24                            | 18                           | 18                           |
|                | Administrative Manager II                     | AMII                         | 10                            | 6                            | 6                            |

NOTE: SALARY DETAIL PREPARED BY COUNTY BUDGET AND FINANCE OFFICE
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# COUNTY OF ORANGE

**FISCAL YEAR 2023-24**

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EXHIBIT 9-C

LIMITED-TERM POSITIONS REPORT
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## FY 2023-24 Budget

### Limited-Term Positions Report

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## FY 2023-24 Budget

### Limited-Term Positions Report

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## FY 2023-24 Budget
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Limited-Term Positions Report

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## FY 2023-24 Budget
### Limited-Term Positions Report

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## FY 2023-24 Budget
### Limited-Term Positions Report

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## FY 2023-24 Budget
Limited-Term Positions Report

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## FY 2023-24 Budget
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## FY 2023-24 Budget

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**SHERIFF-CORONER TOTAL**

|       | 0 | 645 | 0 |

**SOCIAL SERVICES AGENCY**

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SOCIAL SERVICES AGENCY TOTAL

| 0 | 8 | 32 |

GRAND TOTAL ALL BUDGET CONTROLS

| 1 | 702 | 47 |
RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

June 27, 2023

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Adopt the Fiscal Year 2023-24 Recommended Budget as the Fiscal Year 2023-24 Final Budget for the County of Orange, subject to the following:
   A. The changes detailed in Exhibits 1 through 9, Attachment A;
   B. The Budget be adopted by appropriation for each budget unit, including the following expenditure objects: Salaries and Employee Benefits; Service and Supplies; Other Charges; Capital Assets; Land; Structure and Improvements; Infrastructure; Land Use Rights Non-Amortizable; Land Use Rights Amortizable; Capital Asset Disposition; Other Financing Uses; Special Items; Intrafund Transfers; Appropriations for Contingencies; and Miscellaneous;
   C. The Auditor-Controller is directed to maintain control over appropriations by object and not sub-object, except when otherwise required by law; and
   D. The net addition of 199 positions (196 regular and 3 limited term) as detailed on Exhibit 9-B, Attachment A.

2. Amend the Master Position Control to reflect the employee position changes effected by the foregoing budget action.
Revision to ASR and/or Attachments

Date:       June 20, 2023
To:         Clerk of the Board of Supervisors
CC:         County Executive Office
From:       Frank Kim, Chief Executive Officer
Re:         ASR Control #: 23-000536, Meeting Date 06/27/2023, Item No. # 76
Subject:    Approve Fiscal Year 2023-24 Final Budget

Explanation:

- To add Recommended Actions No. 24 and 25 to the ASR and replace Attachment L – FY 2023-24 Performance Audit Plan and add Attachment N - Tentative Agreement with Orange County Managers Association.
  - Added Recommended Action(s)

24. Approve and adopt the side letter agreements between the County of Orange and the Orange County Managers Association, Teamsters Local 952 and International Union of Operating Engineers to eliminate the Retiree Medical Grant for new County employees, freeze the Retiree Medical Grant for existing County employees, and transition new and existing employees to the County Health Reimbursement Arrangement Plan with the option for existing County employees to place the value of their Retiree Medical Grant in the County Health Reimbursement Arrangement Plan as detailed in Attachment N.

25. Authorize the Chief Human Resources Officer or designee, to administer both the Retiree Medical Plan and the County’s Health Reimbursement Arrangement Plan to freeze the Retiree Medical Grant for existing Orange County Managers Association, Teamsters Local 952 and International Union of Operating Engineers represented and unrepresented employees and transition new and existing Orange County Managers Association, Teamsters Local 952 and International Union of Operating Engineers represented and unrepresented employees to the County Health Reimbursement Arrangement Plan as detailed in Attachment N.

- Revised Attachments (attach revised attachment(s) and redlined copy(s))

Replace Attachment L, FY 2023-24 Performance Plan with revised version which includes an additional Performance Audit planned for the Auditor-Controller Department for the Department Head Transition and add Attachment N - Tentative Agreement with Orange County Managers Association.
The FY 2023-24 Proposed Budget includes $802,765 for the cost of performance audits performed by third party consultants.

<table>
<thead>
<tr>
<th>Department</th>
<th>Scope Summary</th>
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<tbody>
<tr>
<td>Health Care Agency (Department Head Transition)</td>
<td>In accordance with County policy, a performance audit of a department’s operations and functions is conducted following a department head’s departure from office. The performance audit will assess the effectiveness, efficiency and accountability of the department’s functions and programs, and whether those functions and programs are achieving stated objectives and accomplishing desired outcomes. With the transition in leadership, the performance audit is also anticipated to identify opportunities for improvement. For the Health Care Agency (HCA), the transition audit will review HCA’s contracts/procurement, budget, information technology, and human resources functions to determine whether the current level of resources is sufficient to carry out HCA business. Additionally, the audit will review the organizational structure of the administrative service area, identify efficiencies and/or inefficiencies with current business processes and workflows, and any other necessary focus as determined by the department.</td>
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<td>Health Care Agency/Outreach and Engagement (Program Review)</td>
<td>Homeless and mental health outreach programs are evolving as federal and state policies and funding re-shape how local municipalities address homelessness. HCA’s Outreach and Engagement (O&amp;E) program is a cornerstone of the County of Orange’s (County) homeless response. As the County increases its focus on addressing homelessness and mental health through an individual-by-individual approach as opposed to a “one-size fit all” approach, it is important that O&amp;E level of resources are evaluated, and performance metrics established to monitor effectiveness. Aside from resource evaluation and performance metrics, the audit will also focus on identifying best practices and additional models for consideration.</td>
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<td>OC Community Resources/Workforce Innovation and Opportunity Act Program (Program Review)</td>
<td>In recent years, the Workforce Innovation and Opportunity Act (WIOA) program has become increasingly important to the County. With the launch of OC Cares in 2019, ensuring that there are workforce development programs available for all eligible County residents, especially those in the most vulnerable of populations, has become a major focus. Additionally, as the County demographics changes, it is important that WIOA is prepared to assist County residents with job training and job search. The WIOA program has never undergone a County performance audit. The audit will include, but not limited to: WIOA resources, inventory of WIOA services, WIOA performance as it relates to state regulations and County goals, etc.</td>
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Tentative Agreement  
Between the County of Orange (“County”)  
And  
The Orange County Managers Association (“OCMA”)  

December 21, 2022  

The County and OCMA tentatively agree to the following terms. Unless otherwise specified, all provisions are effective June 16, 2023.  

1. Freeze Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)  
   
a. Freeze Retiree Medical Grant  
   
   At the date of the transition, employees shall select one of the following two options:  
   
i. Continue participation in the frozen Retiree Medical Grant, or  
ii. Opt-out of the Retiree Medical Grant and receive a cash value for the Retiree Medical Grant contributed to their HRA.  
   
At date of transition the Retiree Medical Grant shall be frozen. Employees who continue participation in the Grant shall not accrue additional service hours towards eligibility for the Retiree Medical Grant. All employees with one or more years of qualified service, as of the effective date, shall be eligible for the frozen Retiree Medical Grant. The annual Cost of Living Adjustments (COLA) and age adjustment (+/- 7.5%) will be eliminated. The 50% grant reduction for retirees eligible for Medicare will remain.  

This agreement does not eliminate the requirement that retirees must enroll in Medicare at the age they are eligible to qualify for the Grant.  

At date of transition, employees who choose to opt out of the Retiree Medical Grant shall receive a cash value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.  

b. Transition to Health Reimbursement Arrangement (HRA)  

For employees represented by OCMA, restructure the Retiree Medical Grant Plan and modify the County’s existing HRA defined contribution plan to replace the Retiree Medical Grant Plan for new employees and to supplement the current employees’ frozen Retiree Medical Grant or Retiree Medical Grant cash out to the HRA. The HRA is a retiree health
benefit that provides tax-free reimbursement for any qualified medical expense.

For each employee enrolled in the County sponsored HRA, the County will contribute $60.00 per pay period commencing June 16, 2023, increased 2.5% annually each first full pay period in July, beginning July 2024.

**OCMA:**

[Signature and Date]

Stacey McCoy
OCMA President

[Signature and Date]

Marianne Reinhold
OCMA Attorney

[Signature and Date]

Mark McDorman
OCMA Executive Director

**County:**

[Signature and Date]

Collette Farnes
Chief Human Resources Officer

[Signature and Date]

Jamie Newton, Director of Employee and Labor Relations
SIDE LETTER AGREEMENT TO THE 2019-2023 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY MANAGERS ASSOCIATION

This document serves as a Side Letter Agreement modifying the 2019-2023 County Memoranda of Understanding ("MOUs") between the County of Orange ("County") and the Orange County Managers Association ("OCMA").

This agreement modifies the provisions in Article XIV (Insurance), Section 7 of the MOUs as provided below. This side letter shall be effective upon approval of the County of Orange Board of Supervisors.

Section 7. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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

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

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

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

a. The Grant will be adjusted as follows:

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

2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

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

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

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

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

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

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

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

C. Eligibility Requirements for Retiree Medical Grant

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

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

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

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

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 under OCERS **effective before June 16, 2023** shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

   b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS **effective before June 16, 2023** shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

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

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

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

3. Deferred Retirement

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

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

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

D. Survivor Benefits

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

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

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

1. Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.
F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

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

2. The County will contribute $60.00 per pay period effective the pay period beginning on June 16, 2023, and will be increased by 2.5% annually each first full pay period beginning July 2024.

All other terms and conditions contained in the 2019-2023 Memoranda of Understanding executed between the County and OCMA not specifically amended by this Side Letter Agreement shall remain unchanged by this Side Letter Agreement.

ORANGE COUNTY MANAGERS ASSOCIATION:

Stacey McCoy
OCMA President

COUNTY OF ORANGE:

Colette Farnes
Chief Human Resources Officer

Marianne Reinhold
OCMA Attorney

Jamie Newton
Director, Employee & Labor Relations

Mark McDorman
OCMA Executive Director
Tentative Agreement

Between the County of Orange ("County")
And
International Union Operating Engineers ("IUOE")

December 29, 2022

The County and IUOE tentatively agree to the following terms. Unless otherwise specified, all provisions are effective June 16, 2023.

1. Freeze Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

   a. Freeze Retiree Medical Grant

      At the date of the transition, employees shall select one of the following two options:

      i. Continue participation in the frozen Retiree Medical Grant, or
      ii. Opt-out of the Retiree Medical Grant and receive a cash value for the Retiree Medical Grant contributed to their HRA.

      At date of transition the Retiree Medical Grant shall be frozen. Employees who continue participation in the Grant shall not accrue additional service hours towards eligibility for the Retiree Medical Grant. All employees with one or more years of qualified service, as of the effective date, shall be eligible for the frozen Retiree Medical Grant. The annual Cost of Living Adjustments (COLA) and age adjustment (+/- 7.5%) will be eliminated. The 50% grant reduction for retirees eligible for Medicare will remain.

      This agreement does not eliminate the requirement that retirees must enroll in Medicare at the age they are eligible to qualify for the Grant.

      At date of transition, employees who choose to opt out of the Retiree Medical Grant shall receive a cash value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

   b. Transition to Health Reimbursement Arrangement (HRA)

      For employees represented by IUOE, restructure the Retiree Medical Grant Plan and modify the County’s existing HRA defined contribution plan to replace the Retiree Medical Grant Plan for new employees and to
supplement the current employees' frozen Retiree Medical Grant or Retiree Medical Grant cash out to the HRA. The HRA is a retiree health benefit that provides tax-free reimbursement for any qualified medical expense.

For each employee enrolled in the County sponsored HRA, the County will contribute $60.00 per pay period, increased 2.5% annually each first full pay period in July, beginning July 2024.

**IUOE:**

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<tr>
<th>Deric Barnes</th>
<th>2/24/2023</th>
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**County:**

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<th>Jamie Newton</th>
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<td>Director of Employee and Labor Relations</td>
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SIDE LETTER AGREEMENT TO THE 2019-2023 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND INTERNATIONAL UNION OF OPERATING ENGINEERS

This document serves as a Side Letter Agreement modifying the 2019-2023 County Memoranda of Understanding ("MOUs") between the County of Orange ("County") and the International Union of Operating Engineers ("IIUOE").

This agreement modifies the provisions in Article XVI (Insurance), Section 6 of the MOUs as provided below. This side letter shall be effective upon approval of the County of Orange Board of Supervisors.

Section 6. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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

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

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

   a. Upon implement of the Plan, for eligible retirees the Grant shall be an amount based on ten dollars ($10.00) per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such changes, not to exceed three percent (3%) per year. In no case shall the Grant exceed the actual cost of the health insurance and/or
Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7.5%) per year for each year of age of the employee less than sixty (60), based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7.5%) per year for each year of age the employee is greater than age sixty (60), based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age seventy (70) will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first (1st) day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age sixty-five (65) on or prior to October 24, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

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

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

1. An employee who was employed by the County prior to October 24, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with 2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after October 24, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly rate shall be calculated on base salary over the six thousand two hundred forty (6,240) regularly paid hours immediately preceding June 23, 2006.

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

C. Eligibility Requirements for Retiree Medical Grant

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

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

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

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

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 under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

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

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

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

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 without a premium must be enrolled in Medicare
Part A to be eligible to receive the Grant.

4. **Deferred Retirement**

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

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

5. For purposes of this Section, a full year of credited service shall be
   based upon those regular hours the employee worked for the County
   as a regular, limited-term and/or probationary employee. Two thousand
   eighty (2,080) regular hours, exclusive of overtime, shall equal one (1)
   full year of service. Hours of service performed in periods before
   August 1, 1993 shall be counted toward credited service only if the
   Employee is continuously employed by the County from August 1, 1993
   until his or her retirement.

D. **Survivor Benefits**

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

2. A surviving eligible retiree who qualifies for a monthly retirement
allowance who was married to a retiree who was also eligible for a Grant
shall receive the survivor benefit described in Section D.1., above, or his
or her own Grant, whichever is greater. Such retiree shall not be eligible
for both Grants.
D. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

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

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

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

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

Section 7. **Reopeners**

A. **Reopener as a Result of the ACA**

The County and the Union agree to reopen negotiations on this Article and other Articles which are directly affected by the implementation of the Patient Protection and Affordable Care Act (ACA).

B. **Reopener on Retiree Medical**

The County may reopen negotiations on the Retiree Medical Plan (see Section 6, above) during the term of this MOU.

All other terms and conditions contained in the 2019-2023 Memoranda of Understanding executed between the County and IUOE not specifically amended by this Side Letter Agreement shall remain unchanged by this Side Letter Agreement.
INTERNATIONAL UNION OF OPERATING ENGINEERS:

Deric Barnes
Director of Public Employees

Richard Bartow
Business Agent

COUNTY OF ORANGE:

Colette Farnes
Chief Human Resources Officer

Jamie Newton
Director, Employee & Labor Relations
Tentative Agreement
Between the County of Orange ("County")
And
Teamsters Local 952 ("Teamsters")

June 2, 2023

The County and Teamsters tentatively agree to the following terms. Unless otherwise specified, all provisions are effective June 16, 2023.

1. Freeze Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

   a. Freeze Retiree Medical Grant

      At the date of the transition, employees shall select one of the following two options:

      i. Continue participation in the frozen Retiree Medical Grant, or

      ii. Opt-out of the Retiree Medical Grant and receive a cash value for the Retiree Medical Grant contributed to their HRA.

      At date of transition the Retiree Medical Grant shall be frozen. Employees who continue participation in the Grant shall not accrue additional service hours towards eligibility for the Retiree Medical Grant. All employees with one or more years of qualified service, as of the effective date, shall be eligible for the frozen Retiree Medical Grant. The annual Cost of Living Adjustments (COLA) and age adjustment (+/- 7.5%) will be eliminated. The 50% grant reduction for retirees eligible for Medicare will remain.

      This agreement does not eliminate the requirement that retirees must enroll in Medicare at the age they are eligible to qualify for the Grant.

      At date of transition, employees who choose to opt out of the Retiree Medical Grant shall receive a cash value for their grant of $855.00 for each full year of qualified service contributed to the employee's HRA. The opt-out value will not be limited to a 25-year cap.

   b. Transition to Health Reimbursement Arrangement (HRA)

      For employees represented by Teamsters, restructure the Retiree Medical Grant Plan and modify the County's existing HRA defined contribution plan to replace the Retiree Medical Grant Plan for new employees and to supplement the current employees' frozen Retiree Medical Grant or Retiree Medical Grant cash out to the HRA. The HRA is a retiree health
benefit that provides tax-free reimbursement for any qualified medical expense.

For each employee enrolled in the County sponsored HRA, the County will contribute $60.00 per pay period commencing June 16, 2023, increased 2.5% annually each first full pay period in July, beginning July 2024.

---

**Teamsters Local 952:**

Signed by:

Sam Carlin

6/8/2023

Sam Carlin
Business Representative

---

**County:**

Signed by:

Colette Fames

6/9/2023

Colette Fames
Chief Human Resources Officer

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Signed by:

Jamie Newton, Director of Employee and Labor Relations

6/9/2023
SIDE LETTER AGREEMENT TO THE 2019-2023 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND TEAMSTERS LOCAL 952

This document serves as a Side Letter Agreement modifying the 2019-2023 County Memoranda of Understanding ("MOUs") between the County of Orange ("County") and the Teamsters Local 952 ("Teamsters").

This agreement modifies the provisions in Article XIX (Insurance), Section 3 of the MOU as provided below. This side letter shall be effective upon approval of the County of Orange Board of Supervisors.

Section 3. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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

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

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

a. Upon implement of the Plan, for eligible retirees the Grant shall be an amount based on ten dollars ($10.00) per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such changes, not to exceed three percent (3%) per year. In no case shall the Grant exceed the actual cost of the health insurance and/or
Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7.5%) per year for each year of age of the employee less than sixty (60), based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7.5%) per year for each year of age the employee is greater than age sixty (60), based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age seventy (70) will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first (1st) day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age sixty-five (65) on or prior to October 24, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

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

B. During the term of this MOU, by mutual written agreement, the County and the Teamsters Local 952 may reopen negotiations to discuss a transition from current Retiree Medical Grant to a Healthcare Reimbursement Arrangement or another alternative for retiree medical coverage.

C. Eligibility Requirements for Retiree Medical Grant

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

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

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

Any employee who elects to keep their Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive $855 per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.
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 under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

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

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

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

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 without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of the employee elects to retire.
b. An employee who is not eligible for paid retirement at the time he or she separates from the County service and elects deferred retirement status shall not become eligible for participation in the Grant.

5. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the Employee is continuously employed by the County from August 1, 1993 until his or her retirement.

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

1. An employee who was employed by the County prior to October 24, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with 2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after October 24, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly rate shall be calculated on base salary over the six thousand two hundred forty (6,240) regularly paid hours immediately preceding June 23, 2006.

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

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as state above in A through C, and who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Grant authorized for the retiree.
2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in Section D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

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

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

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

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

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

Section 6. Reopeners

A. Reopener as a Result of the ACA

The County may reopen negotiations on this Article and other provisions of the MOU (eg., Flexible Spending Accounts in Article XX), for purposes of addressing issues resulting from the implementation of the Patient Protection and Affordable Care Act (ACA), including but not limited to, the potential impact of the Excise Tax (commonly known as the “Cadillac Tax”) on high cost employer-sponsored health coverage. Federal administrative agencies have not yet issued definitive guidance regarding the Excise Tax which is expected to begin in 2020.

B. Reopener on Retiree Health

The County may reopen negotiations on the retiree health program (See Section 3., above) during the term of this MOU, only on the issue of any
potential impact of any proposed tax resulting from the implementation of the Patient Protection and Affordable Care Act (ACA). The elimination of a Retiree Health Benefit is not contemplated by this reopener.

All other terms and conditions contained in the 2019-2023 Memoranda of Understanding executed between the County and Teamsters not specifically amended by this Side Letter Agreement shall remain unchanged by this Side Letter Agreement.

TEAMSTERS LOCAL 952:

Sam Carlin
Business Representative

Date

COUNTY OF ORANGE:

Colette Farnes
Chief Human Resources Officer

Date

Jamie Newton
Director, Employee & Labor Relations

Date
June 14, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 27, 2023, Board Hearing.

Agency: District Attorney
Subject: Approval of Contract for Consulting Services for Case Management System
Districts: All Districts

Reason Item is Supplemental: The Contract is coming to the Board on a supplemental ASR as the Agency has negotiated a contract for a critical project that will address a time-sensitive state legislative mandate set forth in the Justice Data Accountability and Transparency Act.

Justification: This item must be heard on the June 27, 2023, Board of Supervisors Meeting in order for the project to begin on July 1, 2023. This item cannot be moved to a later Board date to avoid a delay in implementation. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Donald F. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/27/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: District Attorney
DEPARTMENT HEAD REVIEW: [Signature]
DEPARTMENT CONTACT PERSON(S): Matthew Pettit (714) 347-8440
Keith Bogardus (714) 347-0511

SUBJECT: Approval of Contract for Consulting Services for Case Management System

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>Approved Agreement to Form</td>
<td>Discussion</td>
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<tr>
<td>[Signature]</td>
<td>County Counsel Signature</td>
<td>3 Votes Board Majority</td>
</tr>
</tbody>
</table>

Budgeted: Yes Current Year Cost: N/A Annual Cost: FY 2023-24 $490,000

Staffing Impact: No
Current Fiscal Year Revenue: N/A
# of Positions: N/A
Sole Source: Yes

Funding Source: GF: 50%, State: 50% (Proposition 172)
Levine Act Review Completed: Yes

County Audit in last 3 years: No
Prior Board Action: N/A

RECOMMENDED ACTION(S)
Authorize the County Procurement Office or Deputized designee to execute Contract with Gartner, Inc., a Delaware Corporation for consulting services for Case Management System for the term of July 1, 2023, through June 30, 2024, in the not to exceed amount of $490,000.

SUMMARY:
Approval of this Contract with Gartner, Inc., a Delaware Corporation for consulting services will allow the District Attorney to analyze its current Case Management System and provide recommendation for modernization.

BACKGROUND INFORMATION:
The Orange County District Attorney (DA) requires a consultant to analyze its current Case Management System (CMS). Gartner, Inc., a Delaware Corporation (Gartner, Inc.) will provide mission-critical IT consulting services to the DA's Office, which will involve analyzing the existing CMS and make technical recommendations for soliciting for a newer solution or making improvements to the existing system. The
recommendations may be included in a future solicitation for a qualified vendor (not Gartner, Inc. or its affiliated companies) to replace the existing CMS system with a newer solution, as appropriate.

The DA utilizes a computerized CMS, originally developed in-house beginning in the mid-1990’s. DA information technology internal staff have continuously re-designed, upgraded and currently support the CMS system. The department seeks to improve or replace the system to improve capabilities aligned with the following five objectives:

1. Transition to digital case files.
2. Ability to respond to legislative mandates.
3. Long-term flexibility.
4. Facilitation of data driven decisions across the organization.
5. Increase transparency and accountability.

As to Item No. 2 referenced in the list above, AB 2418 (2022) provides that, beginning March 1, 2027, every District Attorney statewide shall collect 54 specified data elements for cases in which a decision to reject charges or to initiate criminal proceedings by way of complaint or indictment has been made by that agency from that date forward. Most of those data elements will likely be subject to production under the Public Records Act after March 1, 2027. The DA must be in compliance with AB 2418 and its deadlines. The current case management system must be replaced or significantly upgraded to ensure the District Attorney’s ability to comply with AB 2418 (2022).

Furthermore, replacement of the case management system will assist the DA in managing ever-increasing discovery and records production demands. Increased use of digital and video records in criminal proceedings requires a state-of-the-art case management system that can work efficiently for the DA, his prosecutors, and his investigators in a digital record environment for the foreseeable future.

The proposed Contract/Agreement is a sole source contract/agreement. Gartner’s Public Safety and Justice Practice provides a dedicated focus on Prosecution, Courts, Law Enforcement, and Corrections organizations. They have supported over 100 industry clients over the last decade and developed a deep understanding of the unique challenges faced by criminal justice agencies. Gartner has provided similar services to some of the largest prosecutorial offices in the nation including New York City, and specifically some of the largest counties in California with a similar critical need in modernizing each of their legacy Case Management Systems (i.e., Ventura County, Santa Clara County, San Diego County District Attorney, LA County District Attorney, and LA County Public Defender). Many of those were custom-built in decades prior, thus having similar complex nuances. This experience and expertise make them uniquely qualified for this project.

Gartner, Inc. will provide only consulting services and neither it nor its affiliates will be bidding on a future solicitation for the development, upgrade or maintenance of a new case management system. Having an expert consultant is critical to ensuring all who might be qualified to develop and maintain a future case management system are available and not legally disqualified from submitting proposals for the DA’s future needs.

This new sole source contract with Gartner, Inc. contains a modified Indemnification provision and also the addition of a Limitation of Liability. The County Executive Office/Risk Management has reviewed and approved these modified terms. A Risk Assessment or Modification of Terms Form is attached as Attachment B.
The Contractor’s performance on other projects has been confirmed as at least satisfactory. The DA has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests. The Orange County Preference Policy is not applicable to this Contract.

Subcontractors
This Contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

This Contract is being presented to the Board with less than 30 days prior to the commencement of the Contract due to the critical nature of these services that the agency needs to have started on July 1, 2023.

FINANCIAL IMPACT:
Appropriations for this Contract are included in the District Attorney’s FY 2023-24 Budget for Budget Control 026 and will be included in the budgeting process for future years as needed. This Contract contains language allowing the District Attorney to terminate the Contract or reduce the level of service without penalty with cause or without cause in the event that funding is reduced and/or not available to continue with funding the Contract.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Contract MA-026-23011368 with Gartner, Inc.
Attachment B – Risk Assessment or Modification of Terms Form
Attachment C – Contract Summary Form
Attachment D – California Assembly Bill - AB 2418 (2022)
CONTRACT NUMBER MA-026-23011368

FOR

CONSULTING SERVICES

BETWEEN

COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY/PUBLIC ADMINISTRATOR

AND

GARTNER, INC., A DELAWARE CORPORATION
Contract Number MA-026-23011368
WITH
Gartner, Inc.
FOR
Consulting Services

This Contract MA-026-23011368 for Consulting Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, for the Office of the District Attorney/Public Administrator (hereinafter referred to as “County”) and Gartner, Inc., a Delaware corporation, with a place of business at 11400 Olympic Boulevard, Suite 200, Los Angeles, CA 90064 (hereinafter referred to as “Contractor”), with a County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment/Compensation
Exhibit I – Engagement # 330082541

RECITALS

WHEREAS, Contractor and County are entering into this Sole Source Contract for Consulting Services under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Consulting Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and Engagement # 330082541, attached hereto at Exhibit I; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

WHEREAS, the County of Orange, Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Sole Source Contract for Consulting Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.
ARTICLES

General Terms and Conditions:

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

B. Entire Contract: This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

C. Amendments: No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. Taxes: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.

E. Delivery: Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor’s expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. Acceptance Payment: Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

G. Warranty: a) The County warrants that Contractor’s use of any materials furnished by the County in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the County, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN “AS IS” BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY.

H. Patent/Copyright Materials/Proprietary Infringement: Upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor will not indemnify County however, if the claim of infringement is caused by (1) County’s misuse or modification of the Deliverable; (2) County’s failure to use corrections or enhancements made available by Contractor; (3) County’s use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by County. If any Deliverable is, or in Contractor’s opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

I. Assignment: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor shall comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days’ written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

L. Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Independent Contractor: Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers’ compensation or other fringe benefits of any kind through County.

N. Performance Warranty: Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County’s satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor,
supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR’s) shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars $50,000 shall specifically be approved by the County’s Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor’s services in accordance with the indemnity provision stated in this Contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

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<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned, non-owned and hired vehicles</td>
<td>$1,000,000 combined single limit each accident</td>
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<tr>
<td>Workers Compensation</td>
<td>Statutory</td>
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Employers Liability Insurance $1,000,000 per accident or disease

Network Security & Privacy Liability $1,000,000 per claims-made

Professional Liability $1,000,000 per claims-made or occurrence $1,000,000 aggregate

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state As Required by Written Contract.

2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Professional Liability and/or Network Security & Privacy Liability policy(ies) shall contain the following endorsements which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

2) A primary and non-contributory endorsement evidencing that the Contractor’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation
may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor’s Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are “Claims-Made” policy(ies), Contractor shall agree to the following:

1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by County of Orange, Office of the District Attorney-Public Administrator, then County may terminate the Contract.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County’s specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts With County Interests: If there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor’s duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.
In addition, Contractor has the duty to notify the County in writing of any change in the Contractor’s status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor’s performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officials in the performance of their duties.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. Confidentiality: (a) The Parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with services provided pursuant to this Contract and any amendments thereto, including the Contractor Materials. The obligation of the Parties with respect to the confidential information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving Party subsequent to the time of the disclosing Party’s communication to the receiving Party; (iv) it is in the receiving Party’s possession free of any obligation of confidence at the time of the disclosing Party’s communication; (v) it is communicated by the disclosing Party to a third Party free of any obligation of confidence; or (vi) the receiving Party has the disclosing Party’s written permission.

(b) Each Party shall provide notice to the other of any demand or request made upon it under lawful process to disclose or provide any of the other Party’s confidential information. The receiving Party agrees to cooperate with the disclosing Party, at the disclosing Party’s expense, if the disclosing Party elects to seek reasonable protective arrangements or oppose such disclosure. Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information unless otherwise a discloseable public record under the California Public Records Act or court order.

T. Compliance with Laws: Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph “Z” below, Contractor shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
U. **Left Intentionally Blank**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney’s fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor shall indemnify, defend with counsel approved in writing by County, which shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any third Party claims, demands, loss, damage or expenses relating to personal injury or property damage caused by the negligence or willful misconduct of Contractor, its personnel, or agents during the course of the provision of services under this Contract.

Neither Party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor’s total liability arising out of this Contract and the provision of the Services shall be limited to the fees paid by the County under the specific Statement of Work under which such liability arises.

AA. **Audits/Inspections:** Contractor agrees to permit the County’s Auditor-Controller or the Auditor-Controller’s authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial
records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor’s records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this Contract shall be forwarded to the County’s project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Intentionally Left Blank.**

DD. **Ownership of Deliverables:** Subject to payment of fees specified in Attachment B – Compensation and Pricing, Contractor grants to County ownership of any Deliverable originally created for and submitted to County, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor’s business, so long as such excerpts and data do not identify County by name or contain any of County’s confidential or proprietary information. Contractor shall retain sole and exclusive ownership of its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractor’s copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons (“Preexisting Intellectual Property”). Contractor grants to County perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Pre-existing Intellectual Property embodied in a Deliverable. Nothing contained in this Contract shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County’s confidential information, as defined below.

EE. **Proprietary Rights:** County shall retain its rights in any proprietary material that County supplies to Contractor. If County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work for consulting services.

**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Consulting Services from Contractor as further detailed in the Scope of Work, identified and
incorporated herein by this reference as “Attachment A”; and Engagement # 330082541, attached hereto at Exhibit I.

2. **Term of Contract:** The term of this Contract is July 1, 2023 to June 30, 2024, contingent upon approval by County Board of Supervisors and execution of all necessary signatures.

3. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.

4. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
   a) Terminate the Contract immediately, pursuant to Section K herein;
   b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
   c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
   d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

5. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

6. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor, the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

7. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

8. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Contractor’s Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager shall have the right to require the removal and replacement of the Contractor’s Project Manager from
providing services to the County under this Contract. The County’s Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

9. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

10. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

11. **Contractor Personnel – Uniform/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor’s employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn by employees at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

12. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in the City of San Diego for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

13. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County, except as provided for in Paragraph BB (Ownership of Deliverables) of this Contract. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
15. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. **Disputes – Contract:**
   A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

   1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

   2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to theContract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

   B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for cause or termination for convenience as stated in section K herein.

17. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

   1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

   2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   a. The dangers of drug abuse in the workplace;

   b. The organization’s policy of maintaining a drug-free workplace;

   c. Any available counseling, rehabilitation and employee assistance programs; and
d. Penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
   a. Will receive a copy of the company’s drug-free policy statement; and
   b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

4. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
   a. The Contractor has made false certification, or
   b. The Contractor violates the certification by failing to carry out the requirements as noted above.

18. Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County’s needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

19. Errors and Omissions: All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor’s reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor’s reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

20. Equal Employment Opportunity: The Contractor shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to
handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

21. **News/Information Release**: The Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

22. **Notices**: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

**Contractor:** Gartner, Inc.  
Attn: Tim Popoli, Sr Managing Partner  
7676 Hazard Center Drive, Suite 810  
San Diego, CA 92108  
Phone: 415-519-5330  
Email: Tim.Popoli@Gartner.com

**County:** County of Orange  
For the Office of the District Attorney-Public Administrator  
Attn: Robert Mestman, Senior Assistant District Attorney  
300 N. Flower St., 8th Floor  
Santa Ana, CA 92703  
Phone: 714-347-7404  
Email: Robert.Mestman@ocdaapo.org

**Assigned DPA:** County of Orange  
For the Office of the District Attorney-Public Administrator  
Attn: Purchasing Department  
300 N. Flower St., 8th Floor  
Santa Ana, CA 92703
Phone: 714-347-8427

23. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

25. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.

26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.

27. **Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

28. **Headings:** The various and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

29. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

30. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
31. **Signature In Counterparts**: Separate copies of this Contract may be signed by each of the Parties, and this Contract will have the same force and effect as if the original had been signed by all the Parties.
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract and on the date following their respective signatures. If the contracting Party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, other authorized signatures or a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

Gartner, Inc., a Delaware Corporation
Kristin Ghanem          Kristin Ghanem        Associate Director-Contracts          6/8/23
Signature            Name            Title            Date

Signature            Name            Title            Date

COUNTY OF ORANGE
A political subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

Signature            Name            Title            Date

Approved As To Form
County Counsel
County of Orange, California

By: ____________________________
   Chief Assistant County Counsel

Dated: June 7, 2023
Attachment A

Scope of Work

A. SCOPE OF SERVICES:
   Contractor shall provide all labor, materials, tools, equipment and travel necessary to provide Consulting Services as further outlined in this Contract.

B. CONTRACTOR RESPONSIBILITIES:
   Contractor shall perform the following Phase 1 and Phase 2 “tasks” as more fully described in Exhibit I, Proposal for Modernizing OCDA’s Case Management System.

   Phase 1 – Tasks (14 Weeks):
   1. Strategic Context
   2. Current State Assessment
   3. Opportunities Assessment
   4. Target State Sourcing Strategy
   5. Executive Briefing Document

   Phase 2 – Tasks (10 Weeks):
   1. Project Kickoff Documentation
   2. Detailed System Requirements
   3. Requirements Supporting Materials

B. Timeline: The engagement is estimated to be 24 weeks in duration and shall not exceed 30 weeks (without exceeding the Phase/Task amounts listed in Attachment B – Payment/Compensation) unless extended by written agreement of all Parties including the County of Orange Board of Supervisors, which are further described in Exhibit I, Proposal for Modernizing OCDA’s Case Management System.
Attachment B

Payment/Compensation

1. **Compensation**: Contractor agrees to provide services at the fixed rates and prices as set forth in the Contract. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The total amount of this Contract shall not exceed $490,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Contractor shall bill County for goods provided and services rendered according to the rates listed below.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Invoice Amount</th>
<th>Invoice Date</th>
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<td>Phase 1/Task 3</td>
<td>Opportunities Assessment</td>
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<td>Phase 1/Task 4</td>
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<td>Phase 1/Task 5</td>
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<tr>
<td>Phase 2/Task 1</td>
<td>Project Kickoff Documentation</td>
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<td>Completion of Task</td>
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<tr>
<td>Phase 2/Task 2</td>
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<td>Phase 2/Task 3</td>
<td>Requirements Supporting Materials</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$490,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. **Price Increase/Decreases**: No price increases will be permitted during the term of this Contract. All price decreases will automatically be extended to the County of Orange.

3. **Firm Discount and Pricing Structure**: Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

4. **Contractor’s Expense**: The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

   a. Contractor’s name and address
   b. Contractor’s remittance address, if different from “a” above
   c. Contractor’s Taxpayer ID Number
   d. Name of County Agency/Department
      1. **County of Orange, for the Office of the District Attorney-Public Administrator**
   e. Delivery/service address
   f. Contract number MA-026-23011368
   g. Agency/Department’s Account Number
   h. Date of invoice
   i. Product/service description, quantity, and prices
   j. Sales tax, if applicable
   k. Freight/delivery charges, if applicable
   l. Total

Invoice and support documentation are to be forwarded to:

County of Orange  
Office of the District Attorney – Public Administrator  
Attn: Accounts Payable  
Post Office Box 808  
Santa Ana, CA 92702-0808  
Email: AP@ocdapa.org
Exhibit I

Engagement # 330082541
Orange County
District Attorney's Office
Proposal for Modernizing
OCDA's Case Management System
Presented by Gartner, Inc.
March 31, 2023

Gartner Engagement #: 330082541
Our Understanding of OCDA's Needs

Background

- The Orange County District Attorney’s Office (OCDA) has over 1,000 employees including approximately 250 prosecutors and 280 investigators serving the fifth largest county in the nation and third largest in California. OCDA prosecutes cases at all levels including misdemeanors and felonies. The DA’s core mission includes prosecutorial responsibilities as well as protection of victims and crime prevention.

- The DA utilizes a custom developed Case Management System (CMS). DA Information Technology Division staff built and support the CMS which is implemented in Java with a separate .NET Direction for Complaint application serving law enforcement. The system includes a MS-SQL database and has limited integration capabilities primarily with the Superior Court Vision CMS.

- While the existing CMS is a stable application reported to adequately serve core OCDA case management needs, the Department seeks improvements in its case management capabilities aligned the following four objectives:
  - Transition to digital case files
  - Ability to respond to legislative mandates
  - Long-term flexibility
  - Facilitation of data driven decisions across the organization

- The DA seeks an assessment and recommendations to determine options for modernization and/or replacement of the legacy CMS

Gartner’s Response

- Gartner’s Public Safety and Justice Practice provides a dedicated focus on prosecution, courts, law enforcement, and corrections organizations. We have supported over 100 industry clients over the last decade and developed a deep understanding of the unique challenges faced by criminal justice agencies.

- Gartner proposes two phases to support OCDA including:

  - Phase 1 – Support OCDA through the development of a sourcing strategy to facilitate selection of a target state CMS architecture supported by a long-term vision and guiding principles. The strategy will objectively assess people, process and technology impacts across multiple CMS solution alternatives. The strategy will identify actionable recommendations for soliciting vendor proposals aligned with the strategy and OCDA objectives. Key tasks to develop the strategy include:
    - Establishing engagement context and confirming assessment framework
    - Current State Assessment inclusive of CMS operational and technical capabilities, limitations, challenges, and opportunities for improvement
    - Assessment of target state alternatives including strengths, weaknesses, challenges, and limitations; gain consensus on target state architecture
    - Sourcing strategy with actionable recommendations and a roadmap based on OCDA prioritizations

  - Phase 2 – Support OCDA in the development of detailed system requirements and high-level process flows that can support the selection and contracting of a vendor to provide the future solution.
Gartner Engagement Objectives and Scope

Four high-level phases as illustrated below will be necessary for OCDA to establish its case management system modernization approach and select a vendor for the implementation. OCDA has selected Gartner to initially support Phase 1: Sourcing Strategy and Phase 2: Detailed Requirements.

The scope and detailed tasks for subsequent phases will in part be determined by the Phase 1 Sourcing Strategy. While those subsequent phases are not included in the scope of this Statement of Work, Gartner looks forward to working with OCDA to finalize scope and support those subsequent phases if so directed by OCDA.

Phase 1: Sourcing Strategy 14 Weeks
Phase 2: Detailed Requirements 10 Weeks
Phase 3: Solicitation Development ~12-16 Weeks
Phase 4: Procurement Negotiation Support ~12-16 Weeks
Phase 1 – Sourcing
Strategy Statement of Work

The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed technical approach, schedule, staffing, pricing and legal terms.
## Phase 1 - Approach Overview – Sourcing Strategy

### Step 1: Strategic Context
- Conduct preplanning meetings to ensure understanding of objectives, scope, schedule, roles, and responsibilities
- Confirm interview groupings – group stakeholders into roles, responsibilities, and specialties
- Conduct engagement initiation meeting
- Conduct workshop with OCDA leadership to determine CMS modernization vision and guiding principles
- Conduct data gathering, artifact review, and interview and workshop preparation and scheduling
- Complete assessment planning workshop to confirm the Assessment Framework including assumptions, OCDA operational parameters, criteria, and assessment boundaries
- Work with OCDA to identify candidate vendors to participate in the assessment

### Step 2: Current State Assessment
- Observe demonstration of current system and key integrations
- Conduct workshops with representative groups to determine CMS challenges and opportunities for improvement to support OCDA operations
- Conduct workshops with OCDA IT/technical resources to understand system capabilities, limitations, challenges, and opportunities for improvement
- The assessment will focus on constraints (both resource and technical) and opportunities for modernization in the current state architecture towards meeting OCDA leadership vision and guiding principles
- Document findings in the System Assessment utilizing the Assessment Framework
- Conduct workshop to review and refine the findings
- Use current state findings to inform the Target State Assessment

### Step 3: Target State Assessment
- Complete target state planning workshop to update and confirm the assessment framework to ensure OCDA priorities are understood and captured
- Facilitate interviews with up to 3 vendors/peer agencies and OCDA
- Conduct workshop to determine target state opportunities to evaluate, based on OCDA priorities, and feedback from the vendor/peer agency interviews
- Conduct independent analysis of target state opportunities against OCDA resource capabilities, technical and operational goals and visions, and target state priorities
- Identify the strengths, weaknesses, challenges, and limitations of each target state opportunity
- Develop high-level cost and implementation timeline for each target state opportunity
- Conduct workshop to discuss each target state opportunity and gain consensus on target state architecture

### Step 4: Target State Sourcing Strategy
- Determine the high-level scope of services to be procured by conducting a workshop to determine the expected division of responsibilities between a vendor and OCDA.
- Review any standing purchase agreements available to OCDA that could potentially expedite a procurement.
- Review vendor marketplace segment(s) (e.g., systems integrators, COTS providers, application-as-a-platform vendors, etc.) aligned with selected target state architecture
- Conduct a workshop to review procurement approach options (e.g., phased acquisition, potential separation of software & services, etc.).
- Develop high level sourcing strategy with implications and anticipated outcomes to inform budget requests and guide subsequent procurement activities
- Assemble full engagement findings and conduct an executive briefing with OCDA leadership

**DELIVERABLES**
- Strategic Context
- Status Report (Weekly)
- Assessment Framework

**ACTIVITIES**
- Current State Assessment
- Opportunities Assessment
- Target State Sourcing Strategy
- Executive Briefing Document

**RESTRICTED | 330082541 | Version 1 | 31 March 2023
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**Phase 1 – Project Plan Overview – Sourcing Strategy**

Gartner anticipates completion of a Sourcing Strategy in 14 weeks, as illustrated in the figure below.
Phase 1 — Step 0: Project Preparation and Kickoff

Objective
- Work closely with OCDA to set the foundation for a successful engagement that is delivered on time, within budget and meets OCDA objectives

Activities Performed by Gartner
- Conduct preplanning meetings to ensure understanding of engagement objectives, scope, schedule, roles, and responsibilities
- Discuss anticipated risks and mitigation plans, based on lessons learned from experience, and gather any relevant background material from OCDA.
- Discuss and review data collection needs and objectives
- Confirm interview groupings – group stakeholders into roles, responsibilities, and specialties
- Conduct data gathering, artifact review, and interview and workshop preparation and scheduling
- Work with OCDA to identify candidate vendors to participate in the assessment

OCDA Responsibilities
- Develop consensus on approach, schedule, interview/workshop grouping and attendees
- Provide requested documentation and materials
- Review and approve work products and deliverables on a timely basis per Project Plan

Deliverable(s)
- Project Kickoff Document
- Weekly Status Reports

Time Frame
- 2 Weeks

Task Assumptions
- Preparation activities will be remote
- 1 x 1.0 - hour project planning meeting
Phase 1 — Step 1: Strategic Context

Objective

- Initiate the project with key stakeholders based with a clear, consensus understanding of the scope, approach, schedule, and application of effective project controls
- Develop objectives for CMS modernization to guide target state transformation recommendations

Activities Performed by Gartner

- Hold a kickoff meeting with OCDA to confirm understanding of the engagement objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and OCDA.
- Conduct a workshop with OCDA leadership to confirm strategic objectives for its new case management system. The workshop will identify objectives in areas including criminal justice reform, accountability, bias prevention, operational efficiency and other OCDA priorities. These strategic objectives will provide a foundation for further validating and prioritizing the detail requirements developed during this engagement.
- Complete assessment planning workshop to confirm the Assessment Framework including assumptions, OCDA operational parameters, criteria, and assessment boundaries
- Review, validate, and update Prosecution Solution Capability Model

OCDA Responsibilities

- Attendance of kickoff meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.
- Communicate and organize appropriate stakeholders to attend workshops
- Review and approve work products and deliverables on a timely basis per Project Plan

Deliverable(s)

- Strategic Context Document, inclusive of assessment framework and solution capability model

Time Frame

- Weeks 1 - 2

Task Assumptions

- All activities will be remote
- 1 x 1.0 - hour kickoff meeting
- 1 x 1.5 - hour Strategic Visioning Workshop
- 1 x 1.5 - hour Assessment Framework Workshop
- Up to 2 x 1.5 - hour Prosecution Solution Capability Model Workshops
**Phase 1 — Step 2: Current State Assessment**

**Objective**
- Review current state CMS usability and data access challenges and opportunities to inform the target state definition

**Activities Performed by Gartner**
- Observe demonstration of current system and key integrations
- Conduct workshops with representative groups to determine CMS challenges and opportunities for improvement to support OCDA operations
- Conduct workshops with OCDA IT/technical resources to understand system capabilities, limitations, challenges, and opportunities for improvement
- The assessment will focus on constraints (both resource and technical) and opportunities for modernization in the current state architecture towards meeting OCDA leadership vision and guiding principles
- Document findings in the Current State Assessment utilizing the Assessment Framework
- Conduct workshop to review and refine the findings
- Identify key categories to explore as opportunities for improvement

**OCDA Responsibilities**
- Identify, coordinate and ensure participation of required stakeholders in interviews, operational observations, and workshops
- Coordinate on-site scheduling of rooms, technology, etc. for workshops
- Review and approve work products and deliverables on a timely basis per the project plan

**Deliverable(s)**
- Current State Assessment

**Time Frame**
- Weeks 3 – 6 (4 weeks)

**Task Assumptions**
- Up to 12 x 1-hour operational workshops (onsite)
- 3 x 2-hour OCDA IT Division workshop
- 1 x 1.5-hour Reporting and Analytics workshop (onsite)
- 1 x 1.5-hour Current State Assessment draft walkthrough
- Onsite workshops will be scheduled during a single one-week period
Phase 1 — Step 3: Target State Assessment

Objective

- Interview and discuss with 3 vendors/peer agencies solution capabilities, experience implementation and utilizing solutions, etc.
- Identify target state opportunities for and develop high-level target state architecture

Activities Performed by Gartner

- Complete target state planning workshop to update and confirm the assessment framework to ensure OCDA priorities are understood and captured
- Facilitate interviews with up to 3 vendors/peer agencies and OCDA
- Conduct workshop to determine target state opportunities to evaluate, based on OCDA priorities, and feedback from the vendor/peer agency interviews
- Conduct independent analysis of target state opportunities against OCDA resource capabilities, technical and operational goals and visions, and target state priorities
- Identify the strengths, weaknesses, challenges, and limitations of each target state opportunity
- Develop high-level cost and implementation timeline for each target state opportunity
- Conduct workshop to discuss each target state opportunity and gain consensus on target state architecture

OCDA Responsibilities

- Schedule and participate in workshops and provide any follow-up information requested by Gartner
- Review and approve work products and deliverables on a timely basis per the project plan

Deliverable(s)

- Opportunities Assessment

Time Frame

- Weeks 6 – 10 (5 weeks)

Task Assumptions

- All activities will be remote
- Up to 3 x 1.0 - hour vendor interviews
- Up to 2 x 1.0 - hour draft Opportunities Assessment review workshops
- 1 x 1.5 - hour – Target State Opportunity and Target State Architecture workshop
Phase 1 — Step 4: Target State Sourcing Strategy

Objective

- Develop an OCDA CMS Sourcing strategy to support budget requests and guide procurement activities and next steps.

Activities Performed by Gartner

- Determine the high-level scope of services to be procured by conducting a workshop to determine the expected division of responsibilities between a vendor and OCDA.
- Review any standing purchase agreements available to OCDA that could potentially expedite a procurement.
- Review vendor marketplace segment(s) (e.g., systems integrators, COTS providers, application-as-a-platform vendors, etc.) aligned with selected target state architecture.
- Conduct a workshop to review procurement approach options (e.g., phased acquisition, potential separation of software & services, etc.).
- Develop high level sourcing strategy with implications and anticipated outcomes to inform budget requests and guide subsequent procurement activities.
- Assemble full engagement findings and conduct an executive briefing with OCDA leadership.

OCDA Responsibilities

- Schedule and participate in working sessions and executive briefing as requested by Gartner.
- Review and approve work products and deliverables on a timely basis per the project plan.
- Coordinate on-site scheduling of rooms, technology, etc. for briefing.

Deliverable(s)

- Target State Solution Strategy
- Target State Executive Briefing

Time Frame

- Weeks 11 – 14 (4 weeks)

Task Assumptions

- 1 x 1.5 - hour Vendor Services Expectation workshop
- 1 x 1.0 - hour Procurement Process interview
- 1 x 1.5 - hour Procurement Approach Options workshop
- 1 x 1.5 - hour draft Sourcing Strategy review workshop
- 1 x 2.0 - hour Executive Briefing (on-site)
# Summary of Deliverables

**Phase 1 – Sourcing Strategy**

<table>
<thead>
<tr>
<th>Step</th>
<th>Deliverables</th>
<th>Project Timeline</th>
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<tbody>
<tr>
<td>Step 1: Strategic Context</td>
<td>- Strategic Context inclusive of Assessment Framework</td>
<td>- Project Week 3</td>
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<tr>
<td>Step 2: Current State Assessment</td>
<td>- Current State Assessment</td>
<td>- Project Week 7</td>
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<tr>
<td>Step 3: Target State Assessment</td>
<td>- Opportunities Assessment</td>
<td>- Project Week 11</td>
</tr>
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</table>
| Step 4: Target State Sourcing Strategy | - Target State Sourcing Strategy  
                                  | - Executive Briefing Document                               | - Project Week 14|
Phase 2 - Detailed Requirements

Statement of Work

The Statement of Work section, which is incorporated into the Proposal, sets forth Gartner's detailed technical approach, schedule, staffing, pricing and legal terms.
Phase 2 – Approach Overview – Detailed System Requirements

**Step 1: Phase Initiation and Plan Development**
- Define comprehensive stakeholder landscape; Confirm phase methodology approach and update project plan
- Prepare a list of available background materials to be provided by OCDA to Gartner prior to the start of Task 2
- Conduct a workshop with OCDA leadership to confirm strategic objectives for its new case management system. Review, validate, and update Prosecution Solution Capability Model
- Determine workshop types, attendees, and schedule

**Step 2: Requirements Elicitation**
- Review OCDA provided documentation (e.g., current systems, data models, etc.) requested in Step 1
- Receive demonstration of OCDA current system(s) and integrations
- Develop baseline user stories to be fleshed out into detailed requirements.
- Create surveys for stakeholders to review user stories and provide feedback.
- Conduct workshops to elicit technical requirements and expectations; data and analytics goals, usages and expectations; and interface and integration capabilities and requirements.

**Step 3: Requirements Supporting Materials**
- Conduct user story workshops to validate, discuss, clarify Gartner questions, identify gaps, and additional OCDA expectations.
- Develop detailed functional and non-functional requirements
- Conduct requirements validation session to finalize and confirm requirements
- Review existing OCDA CMS technical and architectural documentation
- Conduct workshops with OCDA technical staff to review and refine conceptual diagrams for the following:
  - CMS high level application modules
  - CMS logical data model
  - CMS integrations
- Prepare draft updated diagrams based on the OCDA workshops
- Conduct a workshop to review and refine the draft Requirements Supporting Materials
- Prepare the final Requirements Supporting Materials document

**Deliverables**
- Phase Kickoff Presentation
- Updated Project Plan
- Status Report (Weekly)
- Final Requirements Document inclusive of functional and non-functional, prioritizations, and definitions
- Requirements Supporting Materials Document
Phase 2 – Project Plan Overview – Detailed System Requirements

Gartner anticipates completion of the Detailed System Requirements in 10 weeks, as illustrated in the figure below. Activities for Step 1 may potentially overlap with Step 4 of the Phase 1 – Sourcing Strategy.
Phase 2 — Step 1: Phase Initiation and Planning

Objective
- Confirm the approach for OCDA Requirements Development and establish effective project controls to ensure a well-managed project delivered on time, on budget, and to stakeholder expectations.

Activities Performed by Gartner
- Define comprehensive stakeholder landscape for this phase
- Confirm phase methodology approach and update project plan
- Conduct on-going project management activities in accordance with the agreed upon project plan, methodology, and approach to ensure efficient and effective provision of project deliverables and ultimately achievement of OCDA objectives for the project.
- Work with the OCDA Project Manager to prepare a list of available background materials to be provided by OCDA to Gartner prior to the start of Step 2.
- Review and update, as needed, Prosecution Solution Capability Model
- Confirm workshop topics, attendees, and schedule

OCDA Responsibilities
- Provide a single point of contact for the engagement
- Coordinate and ensure participation of required stakeholders
- Schedule and participate in interviews and workshops
- Provide necessary background documentation
- Review and approve work products and deliverables on a timely basis per Project Plan

Deliverable(s)
- Phase Kickoff Presentation
- Updated Project Plan
- Status Report (Weekly)

Time Frame
- Weeks 1 – 2 (2 weeks)

Task Assumptions
- 1 x 1.0 - hour remote project planning meeting
- 1 x 1.0 - hour remote phase kickoff meeting
- 30 - minute project status meeting by teleconference (weekly for duration of the schedule)
Phase 2 — Step 2: Requirements Elicitation

Objective
- Review documentation from current OCDA processes, conduct interviews and workshops with OCDA identified stakeholders to develop the System Requirements document.

Activities Performed by Gartner
- Review OCDA provided documentation (e.g., current systems, data models, etc.) requested in Step 1
- Receive demonstration of OCDA current system(s) and integrations
- Develop baseline user stories to be fleshed out into detailed requirements.
- Create surveys for stakeholders to review user stories and provide feedback.
- Conduct workshops to elicit technical requirements and expectations; data and analytics goals, usages and expectations; and interface and integration capabilities and requirements.
- Conduct user story workshops to validate, discuss, clarify Gartner questions, identify gaps, and elicit additional OCDA expectations.
- Develop detailed functional and non-functional requirements
- Conduct requirements validation session to confirm and finalize requirements

OCDA Responsibilities
- Identify, coordinate and ensure participation of required stakeholders in interviews, operational observations, and workshops
- Coordinate on-site scheduling of rooms, technology, etc. for workshops
- Review and approve work products and deliverables on a timely basis per the project plan

Deliverable(s)
- Final Requirements document inclusive of functional and non-functional, with prioritizations

Time Frame
- Weeks 2 – 8 (6 weeks)

Task Assumptions
- 2 x 1.5 – hour Current CMS demonstration
- 2 x 2 – hour Technical Requirements workshops
- 1 x 1.5 – hour Data and Analytics Requirements workshops (on-site)
- 1 x 1.5 – hour Interface and Data Exchange requirement workshops (on-site)
- 8 x 1.5 – hour user story validation workshops (on-site)
- 2 x 1.5 – hour functional requirements confirmation workshops
- Onsite workshops will be scheduled during a single one-week period
- Requirements will be developed on excel spreadsheet
Phase 2 — Step 3: Requirements Supporting Materials

Objective
- Prepare conceptual architecture documentation to provide vendors with critical requirements context including application, data and integration views of the current state OCDA CMS.

Activities Performed by Gartner
- Review existing OCDA CMS technical and architectural documentation
- Conduct workshops with OCDA technical staff to review and refine conceptual diagrams for the following:
  - CMS high level application modules
  - CMS logical data model (primary entities and relationships)
  - CMS Integrations, indicating systems currently integrating with CMS as well as potential target state integrations
- Prepare draft updated diagrams based on the OCDA workshops
- Conduct a workshop to review and refine the draft Requirements Supporting Materials
- Prepare the final Requirements Supporting Materials document

OCDA Responsibilities
- Provide existing CMS documentation
- Identify, coordinate and ensure participation of required technical SMEs in workshops
- Review and approve work products and deliverables on a timely basis per the project plan

Deliverable(s)
- Requirements Supporting Materials comprised of application, data and integration conceptual diagrams

Time Frame
- Weeks 7 – 10 (4 weeks)

Task Assumptions
- Up to 3 x 1.50 – hour technical discovery workshops
- 1 x 1 – draft Requirements Supporting Materials hour validation workshops
- Diagrams will be developed in PowerPoint
## Summary of Deliverables

### Phase 2 – Detailed Requirements

<table>
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<tr>
<th>Step</th>
<th>Deliverables</th>
<th>Project Timeline</th>
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<td><strong>Step 1: Phase Initiation and Planning</strong></td>
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<td>Week 2</td>
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<td></td>
<td>Project Methodology &amp; Approach</td>
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<td></td>
<td>- Project Plan</td>
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<tr>
<td><strong>Step 2: Requirements Elicitation</strong></td>
<td>- Detailed System Requirements</td>
<td>Week 7</td>
</tr>
<tr>
<td><strong>Step 3: Requirements Supporting Materials</strong></td>
<td>- Requirements Supporting Materials</td>
<td>Week 10</td>
</tr>
</tbody>
</table>
Assumptions

OCDA Participation

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

OCDA Participation

- OCDA will designate a project manager to act as the primary point of contact for this engagement. OCDA's project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any engagement or performance issues; and (d) assist in resolving issues that may arise.

- The work effort described in this Proposal assumes OCDA personnel are available to assist in the manner defined in this Proposal. If OCDA personnel are not available, a change of scope may be necessary.

- OCDA will review and approve all documents required to facilitate project execution (collectively "Project Documents") within <# of days> business days. If no formal approval or rejection is received within this time frame, the Project Documents are considered to be accepted by OCDA to facilitate drafting of each Deliverable. All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 5 days of receipt by Client unless Gartner receives written notice of non-acceptance within 5 days after their delivery.

- OCDA will schedule OCDA resources for engagement activities and provide meeting facilities, as necessary.

- OCDA personnel will be available per the final project schedule.

- Gartner will formally capture feedback on your overall experience via our client survey. This allows us to quantify our performance on this engagement and achieve a culture of continuous improvement of process and best practice.
Assumptions
Data Collection and Key Personnel

Data Collection

- The due diligence (as-is) data are reasonably available via interviews and documentation review.
- OCDA will provide timely access to all appropriate personnel to be interviewed. These personnel will provide the data necessary to complete this engagement, answer questions, provide existing documentation and attend working sessions.
- Engagement pricing assumes that Gartner will conduct the interviews/workshops specified in the detail task description of this Statement of Work within the prescribed timeframes, and OCDA will arrange and schedule all sessions with OCDA personnel.
- All data collection and interviews/workshops will take place via videoconferencing unless otherwise stated in this Statement of Work. Gartner is available to be on-site for:
  - 1 week to conduct in person current state workshops,
  - 1 day to provide executive briefing of sourcing strategy,
  - 1 week to conduct in person requirements workshops.

Key Personnel

- Resumes/biographies of key personnel provided in this Proposal are included solely for illustrative purposes and do not indicate the commitment of a specific named associate. Upon signing of a contract, we will identify those associates with the appropriate skills and background to deliver fully on the undertakings defined in the Proposal.
- If unforeseen circumstances require the replacement of an associate on an engagement, Gartner will inform OCDA as soon as reasonably possible and substitute appropriate associates with comparable skills.
- Gartner associates identified as Account Executive(s) are not billed for as part of project pricing. Their guidance and support represent a significant value-add to the engagement.
Assumptions

Place of Performance and Deliverables

Place of Performance

- All Gartner services will be performed at Gartner locations except as follows:
  - 1 week for Current State Workshops for Sourcing Strategy
  - 1 day for 1 Executive Briefing Session for Sourcing Strategy
  - 1 week for Operational Workshops for Detailed Requirements
  - Onsite Expectations:
    - Each on-site week allows for up to 4 days of on-site activities
    - No on-site sessions on Monday's before 12:00 p.m.
    - No on-site sessions after 1:30 p.m. on Friday's
- Office space, telephones, printing/copying services and access to the open internet will be made available on a reasonable basis to Gartner at OCDA locations for agreed upon onsite.

Deliverables

- Any requests for additional information or resource (beyond the details described in the steps above) that are made by OCDA will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal).
- All deliverables will be developed using Microsoft Office products (e.g., Word and PowerPoint).
- All Deliverables, provided by Gartner to Client shall be deemed to be accepted within 5 days of receipt by Client unless Gartner receives written notice of non-acceptance within 5 days after their delivery.
- Deliverables will not be made available to anyone outside of Client organization.

Gartner Independence and Objectivity

Gartner Research and Gartner Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see “Guiding Principles on Independence and Objectivity” on our website, gartner.com or contact the Office of the Ombuds at ombuds@gartner.com or +1 203 316 3334.
**Investment Summary: Fees, Expenses & Billing**

Gartner will conduct the engagement as outlined in this Proposal for a firm fixed-price of $490,000.00 (plus applicable taxes) inclusive of travel and other reimbursable expenses. This will be invoiced as defined below.

Gartner will bill for the professional fees at the conclusion of each milestone upon OCDA acceptance of the deliverable(s) for that milestone as defined below. Note, Client shall provide Gartner with notice of acceptance or non-acceptance within 5 days; provided however, if no response from Client is received by Gartner within such period, then acceptance of the deliverable is assumed.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – Strategic Context</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Phase 1 – Current State Assessment</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Phase 1 – Opportunities Assessment</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Phase 1 – Target State Sourcing Strategy</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Phase 1 – Executive Briefing Document</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 2 – Project Kickoff Documentation</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Phase 2 – Detailed System Requirements</td>
<td>$140,000.00</td>
</tr>
<tr>
<td>Phase 2 – Requirements Supporting Materials</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>

Gartner will invoice Client for Services based upon agreed schedule which are stated exclusive of all taxes. Payment is due 30 days from invoice date. Where required Gartner shall charge and Client shall pay all applicable sales, use, value-added, or other tax(es) or charge(s) imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any tax(es) imposed on the net income of Gartner. While we do not provide itemized billing for services, we agree and will comply with any reasonable requests for records substantiating our invoices.
**Changes to Scope**

- The scope of this engagement is defined by this Proposal. All OCDA requests for changes to the Proposal must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise OCDA of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this Proposal. By way of example and not limitation, changes may include the following:
  - Any activities not specifically set forth in this Proposal.
  - Providing or developing any deliverables not specifically set forth in this Proposal.
  - Any change in the respective responsibilities of Gartner and OCDA, including any reallocation or any changes in engagement or project manager staffing.
  - Any rework of completed activities or accepted deliverables.
  - Any investigative work to determine the cost or other impact of changes requested by OCDA.
  - Any additional work caused by a change in the assumptions set forth in this Proposal.
  - Any delays in deliverable caused by modification of acceptance criteria in this Proposal.
  - Any changes to Research Analysts' time or resources.
Authorization

- When signed by Gartner Inc. and Orange County District Attorney’s Office, this Proposal is incorporated in and governed by the pending OCDA agreement with Gartner, Inc. for Case Management System Assessment Services. These two documents (the Proposal and governing terms) set forth the relationship between the parties for this engagement.

- This Proposal may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change to Scope provision.

- The Proposal is valid for 120 days from 31 March 2023.

Gartner requires a signature on the SOW to place Client’s order. To the extent, Client’s practices are to request Services automatically via Purchase Orders, the Purchase Order will be considered as a valid and binding confirmation without a written signature. Any pre-printed or additional contract terms included on the Purchase Order shall be inapplicable and of no force or effect.

SUBMITTED ON BEHALF OF GARTNER Inc.

Tim Popoli, Sr. Managing Partner

DATE

31 March 2023

AGREED ON BEHALF OF Orange County District Attorney’s Office

Signature

PRINT NAME AND TITLE

DATE

PO NUMBER (If applicable)
Contacts

Tim Popoli
Sr. Managing Partner/Market Lead
State and Local Government
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Senior Managing Partner
Public Safety and Justice
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Joe.Siegel@gartner.com

Christina Q. Johnson
Director
Public Safety and Justice
Telephone: +1 909-438-1888
Christina.Johnson@gartner.com

Hilda Tourians
Senior Account Executive
State and Local Government
Telephone: +1 818-421-2237
Hilda.Tourians@gartner.com
RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a Risk Assessment and determine Proper Insurance Requirements when developing an Agreement. **Please attach Agreement and prior Risk Approval(s) if any**

Date: 6/7/2023

TO: RiskMgmtInsurance@ocgov.com

FROM: Victor Cumberland

District Attorney - Public Administrator
County Employee (Contact for Questions) County Department
Phone# (Including area code): 714-347-8427

CONTRACT TYPE: □ Commodities □ Public Works □ Service □ Lease/License
□ A & E  □ Other ______

Vendor Name: Gartner, Inc.  Contract#/RFP#: MA-026-23011368

IFB: Yes □ No □ Contract Amount: $490,000

Insurance Type to be Reviewed for Waiver or Modification of Terms

□ Commercial General Liability (CGL) □ Workers’ Compensation (W/C) □ Property Insurance
□ Commercial Auto Liability (AL) □ Employer’s Liability □ Indemnification
□ Professional Liab. (Errors & Omissions) □ Sexual Misconduct □ Limitation of Liab.
□ Network Security & Privacy Liab. □ Technology Error & Omissions
□ Other ______

Request and Justification: Sole Source Contract for Consulting Services in the not-to-exceed amount of $490,000.
(Add another page if necessary)
Standard insurance provisions apply, but vendor has modified the Indemnification provision and wants a Limitation of Liability.
The LOL limits vendor’s damages to the amount of fees paid for personal injury, death or for property damage due to negligence or willful misconduct by vendor. Indemnification modified same way with also the County will approve contractors attorney approved in writing, which shall not be unreasonably withheld.

To Be Completed By CEO/Risk Management

☑ Approved □ Denied □ Approved as Modified

Comments: County will be collaborating with Contractor.

Calvin Wong
Manager/CEO/Risk Management  06/07/2023

Note: CEO Risk Mgmt. acts as an advisory to departments regarding Risk Assessment. Any changes to a contract requires formal modification.
Contract Summary Form

OC Expediter Requisition #: N/A

Gartner, Inc.

SUMMARY OF SIGNIFICANT CHANGES

1. No other prior contracts.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

Compensation: Contractor agrees to provide services at the fixed rates and prices as set forth in the Contract. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. The total amount of this Contract shall not exceed $490,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

Contractor shall bill County for goods provided and services rendered according to the rates listed below.

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Invoice Amount</th>
<th>Invoice Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1/Task 1</td>
<td>Strategic Context</td>
<td>$30,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 1/Task 2</td>
<td>Current State Assessment</td>
<td>$80,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 1/Task 3</td>
<td>Opportunities Assessment</td>
<td>$80,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 1/Task 4</td>
<td>Target State Sourcing Strategy</td>
<td>$60,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 1/Task 5</td>
<td>Executive Briefing Document</td>
<td>$30,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 2/Task 1</td>
<td>Project Kickoff Documentation</td>
<td>$20,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 2/Task 2</td>
<td>Detailed System Requirements</td>
<td>$140,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td>Phase 2/Task 3</td>
<td>Requirements Supporting Materials</td>
<td>$50,000</td>
<td>Completion of Task</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$490,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Assembly Bill No. 2418

CHAPTER 787

An act to add Article 9 (commencing with Section 13370) to Chapter 2 of Title 3 of Part 4 of the Penal Code, relating to crimes.

[Approved by Governor September 29, 2022. Filed with Secretary of State September 29, 2022.]

LEGISLATIVE COUNSEL'S DIGEST


Existing law requires the Department of Justice to compile criminal offender record information, defined as the records and data compiled by criminal justice agencies, for purposes of identifying criminal offenders and of maintaining as to each offender a summary of certain information, including arrests, pretrial proceedings, sentencing, and release. Existing law requires a reporting agency to report specified information to the department concerning each arrest, including applicable identification and arrest data, as specified. Existing law requires the superior court that disposes of a case for which an arrest was made to report specified data to the department, including the disposition of the case and specified data elements.

This bill would require state and local prosecution offices to collect and transmit data elements, as defined, for each criminal case to the department, including, but not limited to, data about basic case information of each case, including the case number and the date of the crime and arrest, data about the charges, including each charge, enhancement, and special circumstance filed, data about the initial appearance, custody, and bail, including the date of the initial appearance and bail set, whether defendant posted bail, and the date of release from custody, data about plea bargains, including the date and the terms, data about diversion and collaborative court programs, including whether the defendant was offered a diversion program, whether the defendant was eligible for a collaborative court program, and whether there was opposition by the prosecuting agency for either program, data about the case disposition and postconviction proceedings, and data about the victim and the defendant charged. The bill would also require the department to collect specified data, including the number of prior felony arrests and convictions of a defendant.

The bill would require the department to be responsible for collecting data elements from agencies, as specified, and aggregating, as specified, these data elements by, including, but not limited to, developing consistent definitions and formats for data elements and providing consistent and clear guidelines to agencies transmitting data elements to the department.
The bill would, beginning March 1, 2027, require every agency to collect data elements for cases in which a decision to reject charges or to initiate criminal proceedings by way of complaint or indictment has been made by that agency from that date forward. The bill would, beginning June 1, 2027, require every agency to begin transmitting data elements to the department with this transmission occurring on a quarterly basis until June 1, 2028, after which data elements are transmitted monthly. The bill would authorize the department to require any agency to transmit data before any deadline for specified reasons, including quality control purposes and compliance with standardized formats.

The bill would require the department, by October 1, 2023, to establish the Prosecutorial Transparency Advisory Board for the purpose of ensuring transparency, accountability, and equitable access to prosecutorial data. The bill would require specified individuals and representatives of specified organizations, or their designees, including the Attorney General, the president of the California Public Defenders Association, a university professor who specializes in criminal justice data, and 2 individuals who have direct experience being prosecuted in the criminal legal system, to serve on the board. The bill would require the board to provide guidance to the department on draft rules, regulations, policies, plans, reports, and other decisions made by the department. The bill would require the department, by July 1, 2024, in consultation with the Prosecutorial Transparency Advisory Board, to develop a data dictionary that includes standardized definitions for each data element.

The bill would require the department, beginning June 1, 2027, to begin collecting data elements from all agencies statewide and to aggregate data from all agencies and publish this data by June 1, 2028, with the publication continuing on a quarterly basis for one year and then on a monthly basis thereafter.

The bill would create an exception for the data provided by the agencies to the department to any sealing or expungement of a case, as specified, or any rule of confidentiality or otherwise prohibiting disclosure provided by law.

The bill would make the operation of its provisions contingent upon an adequate appropriation by the Legislature, as specified.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

By imposing additional duties on local agencies, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement
for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Article 9 (commencing with Section 13370) is added to Chapter 2 of Title 3 of Part 4 of the Penal Code, to read:

Article 9. Justice Data Accountability and Transparency Act

13370. (a) (1) It is the intent of the Legislature to create a workable system of criminal justice data transparency whereby law enforcement prosecution agencies will gather complete, accurate, and timely data in a uniform format, and make that data available to the public in a modern, open, electronic format that is machine-readable and readily accessible through an application program interface. In order that meaningful discussions can occur regarding criminal justice and its most challenging issues, including those regarding criminal caseloads, plea bargaining, race, mass incarceration, equity, and homelessness, the Legislature finds that it is an important state interest to implement a data collection, aggregation, and publishing process for criminal prosecutions to promote criminal justice data transparency. This data would be comprised of publishable statistics and other data from statewide prosecution offices. This section shall be referred to as the Justice Data Accountability and Transparency Act, “the Act,” or “JDATA.”

(2) It is the intent of the Legislature to create a reliable and robust methodology that is consistent county-to-county so that statewide data and trends may be accurately tracked. Further, the legislation shall set low technological and resource barriers so that every affected office may meaningfully participate to the fullest intent of this article.

(3) The expediency and accuracy of the data is best served by the Department of Justice as a single data aggregator and repository unit. The participation of the department as the final point of collection, aggregation, and publishing of this data is more efficient, will ensure the uniformity and accuracy of the data, and, by providing the technological resources and aggregation and publication of all data, will allow offices that lack adequate technology or resources to comply with the mandate. As used in this paragraph, technological resources means providing the basic systems and support necessary to receive the case data described in this article in standard formats from prosecution agencies statewide and aggregate that data using appropriate means developed by the department, and then publish the data in a format that will allow users to easily navigate and access the data they require, for example, on an internet website.

(b) (1) The department shall have the following objectives and mandate:

(A) Collection of the data described in subdivision (e), hereinafter referred to as data elements, within the timeframes described in this section from all
state and local prosecutor offices that prosecute misdemeanors or felonies or both, including county district attorney offices, city attorney offices, and the Attorney General, hereinafter referred to as agencies. Collection of data elements includes providing cooperation and assistance to participating agencies and developing consistent and clear guidelines for how agencies are to define data elements transmitted to the department. The department shall develop consistent definitions and formats for data elements to ensure success of comparing metrics created using said data elements between jurisdictions.

(B) Transmission of data elements, defined as the method designated by the department for the participating agency to provide collected data elements to the department.

(C) Aggregation of data elements, defined as collecting data elements gathered from multiple agencies in such a way that they can support metrics, defined as the combination of data elements used to track outcomes on any given process or decision point, developed by the department, that may be compared between jurisdictions.

(D) Development of metrics, defined as using industry-appropriate methods and technology and cooperation with participating agencies to create accurate, actionable, and digestible metrics using data elements submitted by the agencies. The methods implemented must ensure that the metrics developed can be compared between jurisdictions.

(E) Consistent with subdivision (g), publication of metrics, defined as using appropriate technology, methods, and interface design to make metrics available to the public, which may include the use of web publishing, the use of interactive portals or other applications to not only display metrics, but to allow metrics to be compared and filtered so that each metric may be analyzed and dissected by multiple factors, including other metrics and filters including, but not limited to, defendant, victim, and case characteristics. This publication shall be made using a modern, open, and electronic format, such as comma-separated values (CSV) or similar file format, that will allow the user to download the data sets and conduct their own analyses. The public interface for metrics shall also make raw, case-level data available for download so that independent analyses can be conducted using the data. The department shall also ensure that personal identifying information is not published except as allowed by law, and the use of anonymized data may be employed for this purpose.

(F) By October 1, 2023, the department shall establish the Prosecutorial Transparency Advisory Board for the purpose of ensuring transparency, accountability, and equitable access to prosecutorial data. The primary responsibilities of the board shall be providing guidance to the department on any and all draft rules, regulations, policies, plans, reports, or other decisions made by the department in regard to this Act. The board shall include the following members:

(i) The Attorney General, or their designee.

(ii) The president of the California Public Defenders Association, or their designee, who shall consult with other members of the California Public
Defenders Association to represent the geographic, population, and county size diversity of the state.

(iii) The president of the California District Attorneys Association, or their designee, who shall consult with other members of the California District Attorneys Association to represent the geographic, population, and county size diversity of the state.

(iv) An advisory committee member of the Prosecutors Alliance of California, or their designee, who shall consult with other advisory committee members and members of the Prosecutors Alliance of California to represent the geographic, population, and county size diversity of the state.

(v) The chairperson of the Committee on Revision of the Penal Code, or their designee.

(vi) A university professor who specializes in criminal justice data.

(vii) A data scientist who specializes in criminal justice data.

(viii) Two representatives of human or civil rights tax-exempt organizations who specialize in civil or human rights.

(ix) Two representatives of community organizations who specialize in civil or human rights and criminal justice.

(x) Two representatives of tax-exempt organizations who specialize in criminal justice data.

(xi) Two individuals who have direct experience being prosecuted in the state’s criminal legal system.

(xii) Two individuals who have direct experience being a victim of a crime or the spouse, parents, children, siblings, or guardian of a crime victim, if the victim is deceased, a minor, or physically or psychologically incapacitated.

(xiii) Two representatives of organizations that provide services to crime victims.

(G) (i) By July 1, 2024, the department, in consultation with the Prosecutorial Transparency Advisory Board, shall develop a data dictionary that includes standardized definitions for each data element in subdivision (e) so that data elements transmitted to the department are uniform across all jurisdictions, taking into account any technical and practical limitations on the collection of that data element.

(ii) Upon completion of the data dictionary, the department shall share the data dictionary with all agencies statewide.

(2) The department shall assess and develop its capabilities in carrying out its functions using the following guidelines. The department shall do all of the following in carrying out its objectives and mandate:

(A) Use standardized practices in developing web pages, using what is commonly referred to as open web standards or standard best practices such as those recommendations published by the World Wide Web Consortium (W3C) or those published by the International Organization for Standardization (ISO).

(B) Employ appropriate security measures and best practices for data elements transmitted and stored to account for personal identifying
information and other sensitive information as governed by state and federal law. These processes shall include the remote backing-up of all data, including data elements and metrics, as well as the logging and detection of data-related events.

(C) Use technology that is scalable so as to accommodate large increases in volume of data.

(D) Staff personnel familiar with web user-interface coding and web service coding.

(E) Except as provided in subdivisions (g) and (h), make all data available, including raw data elements and metrics, in a machine readable format with open format, nonproprietary file formats that will allow for download of complete data sets.

(F) Except as provided in subdivisions (g) and (h), make all data, including data elements and metrics, available in a format that will allow users to easily navigate and access the data they require using modern web Application Programming Interfaces that allow access to data directly through programs in addition to internet website publishing.

(G) Assess and create processes to collect, aggregate, and validate data elements transmitted by an agency, to include methods to identify duplicate, overlapping, or missing data and processes for the rejection and retransmission of invalid data.

(H) Test data quality to facilitate the dissemination of accurate, valid, reliable, and complete criminal justice data.

(I) Develop methods for archiving data, retrieving archived data, and data editing.

(c) (1) The operation of this article is contingent upon an adequate appropriation by the Legislature in the annual Budget Act or another statute for purposes of this article.

(2) Any funds disbursed to effectuate this article shall be used only for the purpose of administering this article.

(3) The recipient of any funds disbursed to effectuate this article shall provide a full public accounting of all of those funds.

(d) (1) Beginning March 1, 2027, every agency statewide shall collect every data element in subdivision (e) for cases in which a decision to reject charges or to initiate criminal proceedings by way of complaint or indictment has been made by that agency from that date forward. Each data element shall be collected according to the definitions provided in this section with any ambiguities to be resolved by the department in the data dictionary described in clause (i) of subparagraph (1) of paragraph (1) of subdivision (b) for uniform application statewide. Each data element shall be submitted in a format designated by the department to be the most appropriate and cost effective to carry out the objectives of this article. Any ambiguities regarding the substance or timing of the collection described in this paragraph shall be resolved by the department by letter guidelines issued to all prosecution agencies upon consultation with the Prosecutorial Transparency Advisory Board.
(2) Beginning June 1, 2027, every agency statewide, at the direction of the department, shall begin transmitting its required data elements to the department. The transmission shall occur on a quarterly basis until June 1, 2028, after which data elements shall be transmitted on a monthly basis. The department may require any agency to transmit data to the department before the deadlines stated in this paragraph for quality control purposes, including to ensure data consistency, compliance with standardized formats as determined by the department, and to ensure the agencies are ready to fully comply with this section as required for their deadlines.

(3) Beginning June 1, 2027, the department shall begin collecting data elements from all agencies statewide according to the timetable in paragraph (2). The department shall aggregate data elements for all agencies in order to publish this data from those agencies by June 1, 2028. This publication shall continue on a quarterly basis for one year, and then the publication shall occur on a monthly basis thereafter.

(4) It shall be an express exception to any sealing of a case or expungement of a case, whether by court order or by operation of law, or any rule of confidentiality or rule otherwise prohibiting disclosure provided by law that all data, pursuant to this section, shall be provided by the agencies to the department.

(e) Agencies shall collect and transmit to the department the following data elements in accordance with this section and under direction from the department. The department shall have discretion to resolve ambiguities in this subdivision consistent with the purposes of this section, including the development of uniform definitions for the required data elements. The department shall also have discretion to determine the form and format in which data elements shall be captured and transmitted.

Except as provided in subdivisions (g) and (h), for each case, the following data elements shall be gathered and published as described in this section. For purposes of this article, a case is defined as a collection of charges filed by an agency on a particular date to initiate a criminal prosecution for a felony or a misdemeanor. A case dismissed and later refiled shall only be counted as one case. The collection of charges filed by an agency against multiple defendants in a single charging document shall each be an individual case for each such defendant.

(1) The court case number used by the court to identify a case. The court case number shall be assigned to each case and charge within a case prosecuted by the agency.

(2) The Internal Case Number (ICN) assigned to each case by the Case Management System (CMS). This number shall be assigned to each case and charge within a case prosecuted by the agency. If the agency does not currently use an ICN, the agency shall create and apply an ICN as directed by the department.

(3) Whether the case is pending, has concluded, is on appeal, or is inactive, such as when a defendant is in warrant status.

(4) The ZIP Code where most of the acts comprising the crimes charged occurred.
(5) The date of the crime. If multiple crime dates are alleged, the date of the crime shall be the earliest date alleged in the charging document.

(6) The name and Originating Agency Identifier (ORI), as designated by the National Law Enforcement Telecommunications System, of the law enforcement agency that investigated the case for submission to the prosecutor.

(7) The ZIP Code of the arrest.

(8) The date of the arrest.

(9) Each charge and enhancement, including any special circumstance or special allegation, referred by law enforcement, including a uniform description, statute number, and level, either felony or misdemeanor.

(10) The date on which charges were filed, the case was discharged, or the case was returned for further investigation.

(11) Each charge, enhancement, and special circumstance or special allegation filed by the agency in the initial charging document.

(12) For each case declined to prosecute, each charge that the agency declined to prosecute.

(13) The county in which the case was filed.

(14) The date on which the defendant initially entered a plea to the charges.

(15) The date on which the defendant first appeared in a case, whether or not an arraignment took place.

(16) The date on which bail or bond was set by the court in open court and the amount of bail set.

(17) The agency pretrial release recommendation for each case, as stated in open court, as described in standardized terms developed by the department.

(18) The prosecution bail recommendation for each case stated in open court according to standardized terms developed by the department.

(19) The court pretrial detention determination at arraignment as described in standardized terms developed by the department.

(20) Whether the defendant posted bail.

(21) The date of any release from custody, the reason for release, and the terms of that release. The department shall develop standardized terms for this data element.

(22) The start and end date for every period of pretrial detention for a defendant in a case and the reason for that detention as described in standardized terms provided by the department.

(23) The date of any amendments adding charges or enhancements to a charging document, including a complaint, indictment, or information.

(24) The charges, enhancements, special circumstances, or special allegations added to a charging document by amendment.

(25) The date on which the first plea bargain offer was made by the agency to each defendant. For purposes of this section, plea bargain offer is defined as the terms of resolution of a case made by the agency that are ultimately transmitted to the defendant by their counsel for consideration, which is commonly called a “bona fide offer” or, if the defendant is in
propria persona, the first offer to resolve a case transmitted to the defendant on any given date.

(26) The terms of the initial plea bargain offer communicated to the defendant or the defendant’s counsel. The department shall develop a standardized method to capture the terms of the initial plea bargain offer according to uniform definitions.

(27) Whether the prosecutor determined that the defendant was eligible for diversion. For purposes of this section, diversion is defined as a program, either as created and defined by state law or an agency, by which charges are reduced or dismissed as part of participation in alternatives to prosecution such as counseling, therapy, restorative justice principles, or periods of noncriminality.

(28) Whether the defendant was offered a diversion program by the agency.

(29) Whether the court granted or denied a motion for diversion as allowed by law, if such a motion was made.

(30) Whether the defendant agreed to participate in a diversion program.

(31) Whether the agency opposed the defendant’s request for diversion, if that request was made in open court, and the reason for the opposition, if given in open court, using standardized terms, including the following:

(A) “Public safety.”

(B) “Criminal history.”

(C) “Failure of the defendant to consent.”

(D) “Failure of the defendant to comply with current or prior diversion program terms.”

(E) “Statutory ineligibility.”

(F) “Discretion.”

(G) “Other.”

(32) The type of diversion according to standardized terms to be developed by the department, including terms to describe each of the following:

(A) Mental health diversion pursuant to Section 1001.36.

(B) Veteran diversion pursuant to Section 1001.80.

(C) Misdemeanor diversion pursuant to Section 1001.95.

(D) Drug diversion pursuant to Section 1000.

(E) Other diversion.

(33) Whether the prosecutor determined that the defendant was eligible for collaborative court. For purposes of this section, collaborative court is a program wherein the prosecution of the case is stayed in order to engage in any collaborative process, such as by the agency, the public defender, and the court, to address underlying issues such as chemical dependency or mental health issues.

(34) Whether the court granted or denied a motion for collaborative court, if such a motion was made.

(35) Whether the defendant agreed to participate in a collaborative court program.
(36) Whether the agency opposed the defendant’s request for collaborative court, if that request was made in open court, and the reason, if given in open court, for the opposition, using standardized terms, including the following:
(A) "Public safety."
(B) "Criminal history."
(C) "Failure of the defendant to consent."
(D) "Failure of the defendant to comply with current or prior collaborative court program terms."
(E) "Statutory ineligibility."
(F) "Discretion."
(G) "Other."

(37) The type of collaborative court according to standardized terms to be developed by the department, including terms to describe each of the following:
(A) Mental health collaborative court.
(B) Veteran collaborative court.
(C) Drug or DUI collaborative court.
(D) Community or homeless collaborative court.
(E) Other collaborative court.

(38) The date on which a charge was resolved, whether by dismissal, acquittal, conviction, or other grounds.

(39) The disposition of each charge and enhancement, including any special circumstance or special allegation. Specifically, whether the charge or enhancement was resolved by dismissal, acquittal or not true finding, or conviction. If conviction, whether the conviction was by plea or by trial.

(40) For any special circumstance alleged in the charging document, whether the defendant was alleged to be the actual killer as defined by paragraph (1) of subdivision (e) of Section 189.

(41) The date a sentence was imposed by the court.

(42) The sentence imposed by the court, including any restitution, fines, and period of incarceration imposed.

(43) Whether or not the agency engaged in any postconviction resentencing, defined for purposes of this section as any resentencing where, after judgment and sentencing on a case, the agency revisited the sentence, including, but not limited to, proceedings under Section 1172.1, and the outcome of that resentencing.

(44) Whether or not the agency engaged in any parole proceedings, the formal recommendation of the agency during that proceeding, and the outcome of that proceeding.

(45) Whether or not the agency engaged in any commutation or pardon proceedings, the official recommendation of the agency for those proceedings, and the outcome of those proceedings.

(46) Whether a motion was made by a party under Section 231.7 of the Code of Civil Procedure, the party making the motion, and the result of that motion.
(47) Whether a criminal informant was used and whether that informant was used in a custodial or noncustodial setting. This paragraph shall apply only if the existence and nature of the informant was disclosed as part of the public proceedings of the case.

(48) Whether competency proceedings were initiated under Section 1368, 1368.1, or 1369 and the result of those proceedings.

(49) Whether the last attorney of record at the conclusion of the case was private, publicly retained, or whether the defendant was in propria persona.

(50) Whether the defendant pled not guilty by reason of insanity.

(51) Whether conservation proceedings were instituted.

(52) For each defendant charged in a case, all of the following:

(A) Their name.

(B) The Criminal Identification and Information/State Identification number assigned by the department.

(C) The date of birth.

(D) The defendant's anonymized identifier created by CMS within the agency. If the agency does not currently use an anonymized identifier created by CMS, the agency shall create and apply an anonymized identifier as directed by the department.

(E) The defendant's age at the time of the crime.

(F) The defendant's race as determined according to standardized definitions developed by the department.

(G) The source of the information regarding the defendant's race. The department shall develop a standardized list of sources of information regarding a defendant's race, including, but not limited to, defendant's advocate or record of arrests and prosecution.

(H) The defendant's ethnicity as determined according to standardized definitions developed by the department.

(I) The source of the information regarding the defendant's ethnicity. The department shall develop a standardized list of sources of information regarding a defendant's ethnicity.

(J) Whether the defendant or their counsel has identified in open court or in a filing with the court that the defendant has a physical disability or a disability as described in the Diagnostic and Statistical Manual of Mental Disorders.

(K) The type of disability so identified, if any.

(L) The defendant's gender.

(M) Whether the defendant has disclosed to the prosecution that they identify as transgender, nonbinary, or intersex.

(N) The defendant's county of residence, if reflected in the court record, including, if the defendant is unhoused, an approximation of the county of residence as determined from direction by the department.

(O) Whether the defendant was on probation at the time the acts comprising the crime charged occurred.

(P) Whether the defendant was on parole at the time the acts comprising the crime charged occurred.
(Q) Whether or not the defendant was required to register as a sex offender under Sections 290 to 290.024, inclusive, at the time the acts comprising the crime charged occurred.

(53) For each victim, all of the following:
(A) Whether there was a victim identified.
(B) The race.
(C) The ethnicity.
(D) The age at the time of the crime.
(E) Gender identification.
(F) Whether the victim made a request to the court to drop the charges or indicated to the court that they would not be willing to testify or that they would be willing to testify.

(54) For each agency or division, if only select divisions perform criminal prosecution within an agency, all of the following data shall be reported by July 1 each year:
(A) The number of full-time or full-time equivalent attorneys who carry nonappellate adult criminal caseloads as of the reporting date.
(B) The number of part-time attorneys who carry nonappellate adult criminal caseloads as of the reporting date.
(C) The number of investigators employed by the office as of the reporting date.
(D) The number of personnel dedicated to providing victim services employed by the office as of the reporting date.
(E) The average annual felony caseload for attorneys who carry nonappellate adult criminal caseloads for the preceding calendar year.
(F) The average annual misdemeanor caseload for attorneys who carry nonappellate adult criminal caseloads for the preceding calendar year.
(G) The office limits, if any, regarding the number of felony cases a single attorney can carry over a one-year period.
(H) The office limits, if any, regarding the number of misdemeanor cases a single attorney can carry over a one-year period.

(I) The number of victims the prosecutor's victim's services unit contacted, and number of victims the prosecutor's victim's services unit provided services to during the reporting period. For purposes of this section, services are defined as tangible resources or assistance with recovering tangible resources including, but not limited to, seeking reimbursement from the California Victim Compensation Board, residence relocation, or application for a U visa. Services do not include informing victims of court dates and relaying case information or offers to plea a case.

(F) (1) All of the following data shall be collected by the department from the appropriate division within the department with respect to each defendant in the cases identified and reported by a prosecuting agency pursuant to subdivision (e):
(A) The number of prior felony convictions and statutory charges comprising prior felony convictions.
(B) The number of prior felony arrests.
(C) The number of misdemeanor arrests and convictions and statutory charges comprising prior misdemeanor convictions.

(D) Whether an appeal was filed following the disposition of the case, the basis for the appeal, whether the appeal was contested by the prosecuting agency, and the resolution of the appeal.

(2) The division shall include the Criminal Identification and Information/State Identification number assigned to each defendant with the data provided in paragraph (1).

(g) (1) Except as provided in paragraphs (2) and (3) and notwithstanding any other law, the department shall publish the information contained in the data elements described in subdivisions (e) and (f).

(2) The following information shall not be published:
(A) The defendant’s name.
(B) The defendant’s date of birth.
(C) The criminal identification and information/state identification number assigned to each defendant.
(D) The defendant’s anonymized identifier created by CMS within the agency.
(E) The ICN assigned to each case by the agency CMS.
(F) The court case number used by the court to identify a case.
(G) Any other personally identifying information or information that could reasonably lead to reidentification of an individual charged with a crime or an individual who is the victim of a crime, as defined by the department in consultation with the Prosecutorial Transparency Advisory Board through regulations. The department, in consultation with the Prosecutorial Transparency Advisory Board, shall develop protocols and regulations to protect personally identifying information and privacy while maximizing the data available to the public.

(3) Dissemination of data under subparagraph (Q) of paragraph (52) of subdivision (e) shall comply with Sections 290.45, 290.46, and 290.021.

(b) Notwithstanding paragraph (2) of subdivision (g), subdivision (g) of Section 11105, and subdivision (a) of Section 13305, every bona fide research institution concerned with the quality of the criminal legal system may be provided with the information contained in the data elements described in subdivisions (e) and (f), including the information described in paragraph (2) of subdivision (g), as required for the performance of its duties, including the conduct of research. The material identifying individuals shall only be provided for research and statistical activities and shall not be transferred, revealed, or used for purposes other than research or statistical activities. Reports or publications derived from this information shall not identify specific individuals. The department, in consultation with the Prosecutorial Transparency Advisory Board, shall develop regulations consistent with this subdivision.

SEC. 2. The Legislature finds and declares that Section 1 of this act, which adds Section 13370 to the Penal Code, imposes a limitation on the public’s right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I
of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The provisions set forth in Section 1 further the need to protect the privacy of individuals arrested for and prosecuted for crimes while balancing the public’s right to access.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.
Memorandum

June 16, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The Executive County Office is requesting a Supplemental Agenda Staff Report for the June 27, 2023, Board Hearing.

Agency: County Executive Office
Subject: Lease with 1001 S. Grand, LLC
Districts: 2

Reason Item is Supplemental: This ASR is supplemental because the landlord suddenly changed directions after four years of good faith negotiations for a long-term lease renewal. Landlord recently informed County that he would only agree to a one-year extension.

Justification: This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board. Because of the landlord's unpredictability and the necessary time it will take to finalize a new location, it would be in the best interest of the Board of Supervisors to approve and execute this amendment on June 27, 2023.

Concur: Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/27/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 2
SUBMITTING AGENCY/DEPARTMENT: County Executive Office (Pending)
DEPARTMENT HEAD REVIEW:

Department Head Signature

DEPARTMENT CONTACT PERSON(S):
Thomas A. Miller (714) 834-6019
Daniel Hernandez (714) 645-7001

SUBJECT: LEASE WITH 1001 S. GRAND AVENUE, LLC

CEOs CONCUR

Digital signature by Frank Kim
Date: 2023.06.20 09:25:15-0700

COUNTY COUNSEL REVIEW

Approved Agreement to Form

Action

County Counsel Signature

CLERK OF THE BOARD

Discussion
3 Votes Board Majority

Budgeted: Yes
Current Year Cost: N/A
Annual Cost: $635,586

Staffing Impact: No
# of Positions: N/A
Sole Source: N/A

Current Fiscal Year Revenue: N/A
Funding Source: GF: 64%, State: 36% (Juvenile Justice Crime Prevention Act)
County Audit in last 3 years: No

Levine Act Review Completed: Yes
Prior Board Action: 8/12/2014 #11, 10/7/2008 #33, 7/10/1998 #39

RECOMMENDED ACTION(S)

1. Find the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.

2. Approve the first amendment to lease with 1001 S. Grand Avenue, LLC, for 28,948 rentable square feet of office space at 1001 S. Grand Avenue in Santa Ana, for Probation Department's use until June 30, 2024.

3. Authorize the Chief Real Estate Officer or designee to execute subsequent documents and exercise amendments that make non-monetary and/or monetary changes that do not increase County costs by more than $75,000 per year, as approved by County Counsel.
SUMMARY:

Approve a one-year lease extension with 1001 S. Grand Avenue, LLC for the continued occupancy of 1001 S. Grand Avenue, Santa Ana to operate the Central Orange County Youth Reporting Center and to house the Probation Department's Training and Volunteer Services functions.

BACKGROUND INFORMATION:

On July 10, 1998, The Probation Department (Probation) and 1001 S. Grand Avenue, LLC (Lessor) entered into a ten-year lease (Lease) for approximately 28,948 rentable square feet of office and classroom space at 1001 S. Grand Avenue, Santa Ana (Premises), to house Probation's Accounting and Training functions, and to operate the Central Orange County Youth Reporting Center (CYRC). The lease was renewed for five years on October 7, 2008, and was renewed for an additional five years on August 12, 2014. The current Lease expired on August 31, 2019, and is currently in holdover. Now, Probation requests approval of a one-year Lease extension for the Premises (First Amendment).

The Premises includes nine parking spaces per 1,000 square feet of space (260 spaces); a typical office building comes with four parking spaces per 1,000 square feet. Due to the ample on-site parking, the County has constructed a 32-space, fenced parking area to provide secure, overnight parking for County vehicles, helping to alleviate the tight parking conditions at Juvenile Hall. Probation has also placed a modular building on site to serve as a fifth training room for staff.

The Lessor recently completed approximately $200,000 worth of interior and exterior refurbishment including replacement of carpeting and vinyl flooring, repainting of the interior of the Premises, repair and slurry of the parking lot, and other necessary miscellaneous repairs.

Probation has been in direct negotiations with Lessor to renew the Lease, however, the Lessor recently changed direction and no longer wishes to execute a long-term Lease extension with the County, however, has agreed to a one-year extension. Upon expiration of this First Amendment, Probation will need to relocate. This one-year extension will provide adequate time to for Probation to identify and complete a new lease at the new location. Probation is currently working with CEO Real Estate and are in negotiations on three potential new buildings.

The County has enjoyed the same fixed rental rate of $47,931 for the Premises since 2018, without any subsequent adjustments and/or CPI increases since the Lease term expiration. The monthly rent for the proposed one-year Lease extension is $53,682 ($1.85/RSF.) per month until January 1, 2024, when the rent will increase to $58,000 ($2.00/RSF) per month. The County pays for utilities, janitorial services and supplies and landscaping services. The proposed rental rate is well below the current market rate for facilities with similar uses. There is no option for County to terminate the Lease during this one-year extension. Additional terms and conditions of the First Amendment are included in the attached Lease Summary.

CEQA Compliance: The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it involves a lease amendment for continued occupancy and operation of probation services in an existing facility with no expansion of use beyond that already existing.
FINANCIAL IMPACT:
Appropriations for the First Amendment are included in the FY 2023-24 Budget. The Lease agreement contains language whereby the County's obligation to pay rent is contingent upon the availability of County funds which are appropriated or allocated by County's Board of Supervisors.

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A - Lease Agreement
Attachment B - Summary of Lease
Attachment C - Conveyance Questionnaire
FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “First Amendment”) is made ________________ 2023, (“Effective Date”) by and between 1001 S. GRAND AVENUE, LLC, a California limited liability company (hereinafter referred to as “Lessor”) and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “County”) without regard to number and gender. The Lessor and County may individually be referred to herein as a “Party,” or collectively as the “Parties.”

RECITALS

A. Pursuant to a lease dated August 12, 2014, (“Lease”), Lessor leases to County approximately 28,948 rentable square feet of office space located at 1001 S. Grand Avenue, in the city of Santa Ana, California (“Premises”). The original term of the Lease commenced July 1, 2014, and ended June 30, 2019. County has remained in occupancy of the Premises following term expiration on a month-to-month tenancy basis subject to all conditions and covenants contained in the Lease at a monthly rental rate of $47,931.00.

B. The Parties agree to amend the Lease to establish a fixed term tenancy, extend the term, and adjust the monthly rent amount payable by County to Lessor.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the Effective Date first written above as follows:

AGREEMENT

1. RECITALS. The Recitals set forth above are incorporated in this First Amendment as though they were set forth herein verbatim.

2. TERM. Upon the execution of this First Amendment by the Parties, County’s tenancy under the Lease shall no longer be month-to-month and shall continue in effect on a fixed term basis until fixed term expiration on June 30, 2024.

3. RENT. The monthly rent payable by County for the Premises shall be adjusted as follows:

<table>
<thead>
<tr>
<th>Adjustment Effective Date</th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2023</td>
<td>$53,682.00</td>
</tr>
<tr>
<td>January 1, 2024</td>
<td>$58,000.00</td>
</tr>
</tbody>
</table>
4. MISCELLANEOUS. Wherever a conflict in the terms or conditions of this First Amendment and the Lease exists, the terms or conditions in this First Amendment shall prevail. In all other respects, the terms and conditions of the Lease not specifically changed by this First Amendment, shall remain in full force and effect. Except as set forth above, the provisions of this First Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties. This First Amendment sets forth the entire understanding of the parties in connection with the subject matter of this First Amendment. This First Amendment shall be interpreted and construed in accordance with the laws of the State of California without application of its conflict of law principles. Except as expressly provided herein, nothing contained in this First Amendment shall operate to relieve County of any of its other obligations under the Lease or waive any rights under the Lease, and that all other terms, covenants and conditions of the Lease, as amended hereby, shall remain unmodified and in full force and effect. This First Amendment may be (a) executed in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same document, and (b) executed and delivered by electronic means such as a .pdf attachment to an email, which electronically transmitted counterparts shall be binding upon the parties and considered originals for all purposes. This First Amendment shall be effective only when executed and delivered by both parties.

IN WITNESS WHEREOF, the Parties have executed this First Amendment the day and year first above written.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]
Attachment A - Lease Agreement

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: [Signature]  
Deputy

LESSOR

1001 S. GRAND AVENUE, LLC
a California limited liability company

By: [Signature]  
Renu Arya

By: [Signature]  
Naresh Arya

RECOMMENDED FOR APPROVAL:

Probation Department

By: [Signature]  
Daniel Hernandez
Chief Probation Officer

COUNTY EXECUTIVE PROBATION OFFICE

By: [Signature]  
Real Estate Manager

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER GC § 25103, RESO. 79-1535

Attest:

ROBIN STIILER
Clerk of the Board of Supervisors
of Orange County, California

COUNTY

COUNTY OF ORANGE

Chairman of the Board of Supervisors
Orange County, California
SUMMARY OF LEASE

LESSOR
1001 S. GRAND, LLC

TENANT
County of Orange

PREMISES
1001 S. Grand Avenue, Santa Ana, CA 92701, consisting of approximately 28,948 rentable square feet.

USE
Probation Central Youth Reporting Center, Probation Accounting and Training or any other lawful purpose.

PARKING
County shall have the exclusive right, without additional charge, to use all the two hundred sixty (260) parking spaces on the Premises consistent with the terms of the existing lease.

TERM
This Lease commenced on September 1, 2015 and shall continue in effect until June 30, 2024.

RENT
$116,804.80 per month. County is not liable for any utility or tax increases.

SECURITY DEPOSIT
No security deposit is required by this Lease.

UTILITIES/OPERATIONS
County is responsible for utilities and janitorial service.

INSURANCE
Lessor’s insurance limits have been approved by County’s Risk Department.

ASSIGNMENT/SUBLETTING
Lessor’s written approval is required prior to assignment or encumbering the Lease.

TAXES AND ASSESSMENTS
To be paid by Lessor.
Real Property Conveyance Questionnaire* for ASR
(*Applies to sale, lease, license, or easement of County or District owned assets)

Instructions:
- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)?
   - Lease
   a) Why is this property being considered for lease, license, sale or other conveyance? This is an extension of term at Probation’s 1001 S. Grand Avenue Santa Ana offices.
   b) How and who identified this property as a potential conveyance? Probation negotiated directly with landlord before CEO Real Estate took over lease renewal negotiations in 2019.
   c) What factors are key in recommending this property for conveyance? Probation currently occupies this building and the lease rate is favorable for the County.
   d) How does the proposed conveyance fit into the County’s/District’s strategic or general plan? This is a short-term renewal, as landlord would not commit to anything longer. CEO Real Estate, JLL and Probation are in the market now to secure a long-term building alternative.
   e) What are the short and long term anticipated uses of the property? The Lease Term will expire June 30, 2024 with no options to extend.
   f) Are there any limitations on the use of the property in the conveyance documents? The County will use the property for the Central Youth Reporting Center, Accounting and Training purposes consistent with services provided by Probation or any other lawful purpose.

2. What analysis has been performed as to whether to convey the proposed real property interest?
   a) Have there been any internally or externally prepared reports regarding this property conveyance? Yes, Costar property searches were performed.
   b) Who performed the analysis? Our partnering RE brokerage, Jones Lang LaSalle.
   c) Provide details about the analysis and cost/benefit comparison. 1001 S. Grand was determined to be the best option for Probation.

3. How was the conveyance price, or lease/license rent, determined? Fair market value.
   a) Who performed the appraisal or market study and what certifications do they possess? Our partnering RE brokerage, Jones Lang LaSalle.
   b) How does the price/rent compare with comparable properties? The rent is consistent with similar Santa Ana Civic Center properties.
   c) Does the setting of the price/rent follow industry standards and best practices? Yes.
   d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. County is responsible for utilities and janitorial.

4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? N/A.
   a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A
   b) Include estimates of the costs. N/A
   c) What entity will be responsible for the costs? N/A

5. Can the County terminate the sale/easement, lease/license? No.
a) What would be necessary to terminate the agreement and when can it be terminated? County may not terminate the lease.
b) Are there penalties to terminate the sale/easement, lease/license? N/A

6. What entity will be responsible for the payment(s)? Probation.
a) How will the funds received be used or applied? Monthly rental payments.
b) What fund number will the funds from the conveyance ultimately be deposited into? N/A.
c) If restricted funds might be created or supplemented, check with the Auditor Controller’s General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.
d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? N/A.

7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? Yes.
a) List any modified clauses and reasons for modification. N/A.

8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? Straight lease.

Capital Lease Determination: At the inception of any potential capital lease, it is important to contact the Auditor-Controller’s Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County’s Accounting Manual, Policy No. FA-1: Accounting for Lease Purchases (Capital Leases), located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

i) Lease transfers ownership to another party by the end of the term.
ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.
iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.

*Criteria iii) and iv) don’t apply if the lease term begins in the last 25% of a property’s estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller’s Capital Asset Unit at capitalassets@ac.ocgov.com.
Memorandum

Date: June 26, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Item Deletion, Item S77C – 6/27/23 Meeting of the Board of Supervisors.

Please delete Item S77C, titled “Supervisor Foley - Animal Care Community Outreach Committee - Appoint Eileen Padberg, Rancho Mission Viejo, to complete term ending 4/29/27.”
Revision to ASR and/or Attachments

Date: June 23, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Meeting Date 06/27/23, Item S77C
Subject: Revision to Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors to appoint Eileen Padberg to the Animal Care Community Outreach Committee for a term ending on April 29, 2027. Eileen Padberg will replace Sher L. Feinberg, who served honorably as an appointee of the prior Fifth District Supervisor. After redistricting, Sher L. Feinberg now resides in the Third Supervisorial District. Sher L. Feinberg was originally appointed in on November 29, 2022; her current term that expired April 29, 2023.
Memorandum

Date: June 20, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors to appoint Eileen Padberg to the Animal Care Community Outreach Committee for a term ending on April 29, 2027. Eileen Padberg will replace Sher L. Feinberg, who served honorably as an appointee of the prior Fifth District Supervisor. After redistricting, Sher L. Feinberg now resides in the Third Supervisorial District. Sher L. Feinberg was originally appointed in November 2022; her current term expired April 29, 2023.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Animal Care Committee

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Eileen Elizabeth Padberg
First Name Middle Name Last Name

Street Address
Rancho Mission CA
City State Zip Code

Home Phone Number
Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO
IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? □ YES □ NO
IF YES, NAME COUNTY YOU ARE REGISTERED IN: Decline to State

Revised Date 02/14/23
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

<table>
<thead>
<tr>
<th>ORGANIZATION/SOCIETY</th>
<th>FROM (MO./YR.)</th>
<th>TO (MO./YR.)</th>
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<td>1992</td>
<td>current</td>
</tr>
<tr>
<td>Women In Leadership</td>
<td>2000</td>
<td>current</td>
</tr>
<tr>
<td>WISEPlace</td>
<td>1987</td>
<td>current</td>
</tr>
</tbody>
</table>

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)?  □ YES  □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST?  □ YES  □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICiALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (iNCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES  □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

________________________________________________________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I care deeply about animals and I feel like I am able to provide ideas and guidance.

DATE: 5/24/2023

APPLICANTS SIGNATURE:

[Signature]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: ______________________  Received by: ______________________  Deputy Clerk of the Board of Supervisors

Date referred: ______________________

To:

☐ BOS District 1  ☐ BOS District 2  ☐ BOS District 3  ☐ BOS District 4  ☐ BOS District 5

☐ All BOS  ☐ BCC Contact Person Name

Revised Date 02/14/23
Eileen Padberg has managed public affairs and political campaigns for over 40 years from her Orange County office. She also provides strategic planning and corporate communications for some of the nation’s top corporations and organizations, including several of Orange County’s most prestigious businesses and industries. She spent 22 months in Iraq, developing and implementing a groundbreaking women’s development program that provided more than 64,000 career development training hours to more than 1,900 Iraqi women in government and created a small business development program that resulted in Iraq WOB’s winning over 500 substantial reconstruction related contracts. Her book about her 22 months in Iraq is available on Amazon. *Out of My Lane: Leveling the Playing Field for Iraqi Women.*

On behalf of the distilled spirits industry, Padberg implemented a national grassroots effort to bring third party credibility to the industry’s effort to stop drunk driving and illegal underage alcohol use. Padberg led a national field team, whose responsibilities included developing and implementing active community coalitions responsible for implementing local anti-drunk driving programs in 28 cities across the U.S. She also was the lead consultant on a 3-year multi-state communications outreach effort for the Missouri River Recovery Program for the U.S. Army Corps of Engineers.

Clients have included a 6,000-member employee association, three law enforcement associations, a large school district that included nine high schools, a leading transportation authority, three law firms, several non-profit organizations and several local developers.

On a local level, Padberg has managed over 100 local political campaigns including those of Congress, Sheriff, District Attorney, Board of Supervisors, Judicial, city council and numerous local referendums and initiatives.

Padberg is a former officer of both the American and International Associations of Political Consultants. She has served as a political consultant and strategist to elected officials at all levels of government, including managing the 1986 campaign of Clint Eastwood for Mayor of Carmel and serving as regional political director of the 1988 George Bush for President campaign for California, Hawaii and Nevada, as well as two statewide ballot campaigns.

Active in several groups and political institutions, Padberg traveled worldwide with an organization out of Washington, DC to provide political training for emerging democracies such as the former Soviet Union, Guatemala, Indonesia and Sri Lanka. She served on the Board of Directors of the Republican Majority for Choice and is the former Chair of the *California Commission on the Status of Women, Women in Leadership.* (an Orange County organization that promotes and supports women candidates) and is an active member of *International Women’s Forum.* Padberg also served as an appointee of Governor Schwarzenegger to the State Bar Board of Governors Examining Committee. She recently completed UC Berkeley’s Corporate Directors Enterprise 2009 Program in Board of Directors Leadership.

Padberg has been honored by numerous organizations including, WISEPlace for Empowering Women, the *South OC YWCA* as Woman of the Year, *Women Sage, NAWBO’s Remarkable Women 2010 and 2017, Susan B. Anthony Award, The Women’s Journey Foundation, The Links* and the *Frances Hesselbein Excellence in Leadership* award and Volunteer Fundraiser of the Year from the Assoc. of Fundraising Professionals. She is a noted speaker and author of various articles on life in Iraq, public policy and politics.

05/23
Memorandum

Date: June 20, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors, acting as the Orange County Housing Authority, to reappoint Stephanie Oddo to the Housing and Community Development Commission for a two year term from July 1, 2023 through June 30, 2025.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

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Housing and Community Development

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☐ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Stephanie Seraydarian Oddo
First Name Middle Name Last Name
Laguna Niguel CA
Street Address City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: ________________________________

OCCUPATION/JOB TITLE: ________________________________

BUSINESS ADDRESS: ________________________________

BUSINESS PHONE NUMBER: ________________________________

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ☐ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: ________________________________

ARE YOU A REGISTERED VOTER? ☐ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

Revised Date 02/14/23
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

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<td>see attached resume</td>
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WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAL DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? □YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

__________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I am passionate about finding great housing solutions for Orange County.

DATE: 06/20/2023

APPLICANTS SIGNATURE: ____________________________

Clerk of the Board of Supervisors Use Only – Do Not Write Below This Line

Date Received: ____________________________ Received by: ____________________________

Date referred: ____________________________

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5
☐ All BOS ☐ BCC Contact Person Name

Revised Date 02/14/23
Stephanie Oddo

LOCAL LEADER

QUALIFICATIONS PROFILE

Goal-driven and highly effective local leader, equipped with experience in private business, government and non-profit initiatives execution, program development and management, organizational leadership, public speaking, conflict-resolution and training. Recognized for strong work ethic and professional demeanor; with strong presentation, and organizational skills. Passionate about finding housing solutions for our Orange County community. English speaker highly proficient in Spanish.

SUMMARY OF EXPERIENCE

Leadership

- Currently serving as elected Council Member in the City of Laguna Niguel and appointed Mayor Pro Tem
- Currently serving as appointed Director of the Transportation Corridor Agencies
- Currently serving as Chair of Laguna Niguel Military Support Committee and Advisor to the Youth Committee
- Builds and maintains relationships with local, county, state and federal community leaders in Orange County
- Previously, won two-terms as Belleair, Florida Town Council Member
- Gained selection by a bipartisan Pinellas County Commission to decide on county’s land use and planning issues in a public council structure of 13 elected officials
- Trained members at District Events for Orange County and Long Beach members on how to successfully receive a global grant through Rotary International
- Communicated, as co-chair of the Two-County area for the “No” on Amendment 4 Campaign, to condo associations and the chamber of commerce why Floridians should vote “no” on Amendment 4
- Launched a freelance web design practice that designed and built web sites, sought-after and negotiated contracts with high-profile businesses and government entities
- Drove efforts to win the Rotary club’s first Global Grant providing equipment for training doctors throughout Latin American on how to perform plastic surgery on burned children at free clinics. Two other larger grants have since been awarded for the same project

Conflict Resolution

- Acted as mediator between the conflict of Legg-Mason and Belleair Country Club regarding variance approval for the Bellevue Biltmore Hotel; featured in St. Petersburg Times in 2008 for demonstrating outstanding performance in dealing with the issue
- Led citizens with opposing opinions to investigate and present information to assist the Town Commission; this movement led to an overhaul of the management and development of better Belleair Police Department which increased the crime closure rate from 7% to 28%

Public Speaking

- Demonstrates communication skills in speaking at public meetings, television and print media on highly sensitive issues
- Spoke at campaign events for over an 18 month period resulting in successful election to the city council
- Motivated small business community members to engage in and fund nonprofit projects
- Spokesperson and Co-Chair of a 2 County area for the “Vote No” on Amendment 4 Campaign
- Emceed annual Business Leaders Awards for Rotary District in Orange County and Long Beach
- Served as representative of six cities with a total of 40,000 populations on issues such as Coastal High Hazard areas, Light-Rail TOD, and zoning changes
- Moderated local school board and county Board of Supervisors candidate debates
- Addressed, in Spanish, the largest Rotary Club in Latin America at the Club Unión in Santiago, Chile

Program Development

- Developed nationwide media campaign in educating employers and employees with the provision of the Immigration and Naturalization Act as it related to fair employment practices
- Researched and developed reports, including case study-development, for private business and local government regarding the Black and Latinx community in Washington, DC
- Successfully launched the first annual free dental clinic servicing 100 patients that is still held today in LN
- Developed a new program focusing on training, motivating and reporting for a County-wide Observer Corps resulting in volunteer teams in 6 cities, 5 county boards and 1 local school board
- Doubled promised media coverage as project lead for Minority Media outreach for DC Healthy Families
EDUCATION

MASTER OF ARTS IN LATIN AMERICAN STUDIES
San Diego State University, San Diego, CA
Thesis: A Case Study on the Global Cut Flower Trade: San Diego County, CA & Baja California, Mexico

BACHELOR OF ARTS IN INTERNATIONAL POLITICS, MINOR IN SPANISH
Penn State University, State College, PA
Study Abroad Program: Puebla, Mexico

PROFESSIONAL DEVELOPMENT

Certification
Training for Elected Officials | FL Institute of Government, Florida State University

Training
Dispute Resolution Mediation Training
(Exceeds CA Dispute Resolution Programs Act (DRPA) Requirements)

COMMUNITY SERVICE/LEADERSHIP

2022-Present Director, Transportation Corridor Agencies (TCA)
2022-Present Council Member – City of Laguna Niguel
2022-Present CoChair, Laguna Niguel Military Support Comm.
2022-Present Advisor, City of Laguna Niguel Investment, Banking and Audit Committee and Youth Comm.
2020-2021 Founding Committee Member – Diversity & Inclusion Committee – SMCHS
2019-2021 Director, Government – League of Women Voters of Orange Coast
2019-2017 International Service Chair – Rotary District 5320 (Orange County and Long Beach)
2013-2014 President – Laguna Niguel Rotary Club
2011 President – Laguna Niguel Citizens Academy
2007-2010 Advisor – Town of Belleair Historic Preservation Board
2010 Spokesperson and Co-Chair for “Vote No” on Amendment 4
2009 Chair – Government and Media Day – Leadership Pinellas
2008-2009 Board Member – Pinellas County Historic Preservation Board
2008 Council Member – Florida League of Cities Finance and Taxation Council
2007 Council Member – Florida League of Cities Home Rule Council
2006 Chair – Ad Hoc Police Committee – Town of Belleair
2005-2007 Vice President – Belleair Civic Association

COMMUNITY ORGANIZATIONS - MEMBERSHIP

Niguel Botanical Preserve
Women In Leadership
Laguna Niguel Chamber of Commerce
Friends of the Laguna Niguel Library
League of Women Voters, Orange Coast
Laguna Niguel Historical Society

TECHNICAL SKILLS

Microsoft Office Suite (Word, Excel, PowerPoint, and Outlook) | HTML | Photoshop | QuickBooks

LANGUAGE PROFICIENCY

English, Spanish
Memorandum

Date:       June 20, 2023
To:         Robin Stieler, Clerk of the Board
From:       Katrina Foley, Fifth District Supervisor
Re:         Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors to appoint Justin Fong to the Orange County Public Financing Advisory Committee for a term ending on August 11, 2024. Justin Fong will replace Thomas Hammond, who served honorably as an appointee of the prior Fifth District Supervisor. Thomas Hammond was originally appointed in 1997; his current term expired August 11, 2018.
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

PUBLIC FINANCING ADVISORY COMMITTEE

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE:  □ First  □ Second  □ Third  □ Fourth  □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

JUSTIN WADE FONG
First Name Middle Name Last Name

Street Address COSTA MESA CA
City State Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER: ___________________________________________________________________

OCCUPATION/JOB TITLE: ___________________________________________________________________

BUSINESS ADDRESS: ___________________________________________________________________

BUSINESS PHONE NUMBER: ___________________________________________________________________

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES:  □ YES  □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: ___________________________________________________________________

ARE YOU A REGISTERED VOTER?  □ YES  □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: ___________________________________________________________________

Revised Date 08/22/22
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<th>TO (MO./YR.)</th>
</tr>
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<tr>
<td>ASSOCIATION OF CORPORATE COUNSEL</td>
<td>1/21</td>
<td>PRESENT</td>
</tr>
<tr>
<td>ORANGE COUNTY ASIAN AMERICAN BAR ASSOCIATION</td>
<td>1/19</td>
<td>PRESENT</td>
</tr>
<tr>
<td>COSTA MESA HOUSING &amp; PUBLIC HANRT</td>
<td>1/21</td>
<td>PRESENT</td>
</tr>
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WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? □ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I AM INTERESTED IN WORKING WITH THE COUNTY TO HELP RECOMMEND PUBLIC FINANCING PROJECTS. I BELIEVE MY BACKGROUND AS GENERAL COUNSEL TO A MORTGAGE LENDER WOULD MAKE ME SUITABLE FOR THIS ROLE.

DATE: 3/14/23 APPLICATIONS SIGNATURE: 

GLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: 2/21/23 Received by: Deputy Clerk of the Board of Supervisors
Date referred: 2/22/23
To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5
□ All BOS □ BCC Contact Person Name

Revised Date 08/22/22 Page 2 of 2
There are three main reasons why I would like to be on the Orange County Public Financing Advisory Committee.

First, I am passionate about promoting transparency and accountability in government. I believe that a fair and transparent public financing system is essential for ensuring that all candidates have an equal opportunity to run for public office, regardless of their financial resources. Being on the Advisory Committee would allow me to contribute to the development and implementation of such a system in Orange County.

Second, I have a background in legal and budgeting, which I believe would be useful in serving on the committee. I understand the importance of responsible financial management and budgeting, and I would be able to apply this knowledge to help ensure that public funds are being used in the most effective and efficient way possible. As an advisory member of the committee, I would be able to provide recommendations and guidance based on my experience and expertise.

Third, I am committed to serving my community and making a positive difference in the lives of those around me. I believe that being on the Public Financing Advisory Committee would be an excellent way for me to contribute to my community and help ensure that our local government is working for the benefit of all its residents. By serving on the committee, I would be able to help promote fairness and transparency in the political process and ensure that public funds are being used to benefit the community as a whole.

Overall, I believe that being on the Orange County Public Financing Advisory Committee would be a valuable and rewarding experience, and I am excited about the opportunity to potentially serve in this role. I am eager to lend my skills, knowledge, and passion to this important endeavor and help contribute to a better future for our community.
EXPERIENCE

AmWest Funding Corp., Brea, CA (November 2020 - Present)
General Counsel
Assisted company in the securitization of over $1 billion in mortgage loans and $5 billion in loan purchases and servicing sales. Drafted and negotiated loan sale contracts, vendor contracts, leases, and employment contracts. Represented company in litigation matters. Drafted and updated Employee Handbook, Covid-19 Prevention Program, and corporate policies. Managed and oversaw compliance team, internal tasks forces, and outside counsel.

Lee Hong Degerman Kang & Waimey, Newport Beach, CA (April 2019 – November 2020)
Associate Attorney
Represented manufacturers, distributors, development planners, and real estate owners in all litigation matters including, but not limited to, breach of contract, fraud, Section 17200, constructive trusts, and Unruh. Managed heavy caseload and maintained a close relationship with clients, Shinhan Bank and Kia Motors America, Inc. Managed and developed law clerks.

Parker Ibrahim & Berg, Irvine, CA (May 2018 - April 2019)
Associate Attorney
Represented mortgage lenders and servicers in all aspects of litigation from initial title search and foreclosure complaints to property sale. Managed heavy caseload and maintained close relationships with clients, including JPMorgan Chase Bank, N.A., and Farmers Insurance Group. Negotiated loan modification agreements and foreclosure alternatives with borrowers and counsel.

Nguyen & Tarbet, LLC., Irvine, CA (October 2016 – May 2018)
Associate Attorney
Registered trademarks, copyrights, and design patents. Trademark prosecution regarding responding to USPTO Office Actions and TTAB trademark oppositions. Drafted trademark clearance opinions, DMCA takedown letters, and cease and desist letters. Drafted operating agreements, licensing agreements, NDAs, and independent contractor agreements. Reviewed term sheets, material transfer agreements, and merger agreements. Counseled businesses and managed clients.

ORGANIZATIONS
Costa Mesa: Housing and Public Grant Committee; Cultural Arts Committee.
Orange County Asian American Bar Association: Director; Co-Chair of COVID-19 Committee, Community Service Committee, In-house Committee, and Judicial Evaluation Committee.
Orange County Bar Association: Banking and Lending Executive Committee; International Law Executive Committee.
Association of Corporation Counsel: Diversity Committee; Wellbeing Committee.

EDUCATION
Washington University School of Law and School of Business, St. Louis, MO May 2016
J.D./M.B.A; Law GPA: 3.53/4.0
Honors: Dean’s Honors List; Dean’s Scholarship

University of California, San Diego, San Diego, CA May 2011
B.A. in International Studies Economics, Minor in Photography, GPA: 3.68/4.0, cum laude
Honors: Phi Beta Kappa Honors Society; Provost Honors; Casey Gayl Scholarship

AWARDS, SKILLS, & INTERESTS
Los Angeles Times B2B Publishing In-House Counsel Leadership Award Finalist (2022)
OCCDL Top Young Diverse Lawyer (2021)
Admitted to California Bar and USDC California, Central District
Eagle Scout; Basketball, Horticulture, Woodworking, and Animals
Memorandum

Date:       June 20, 2023
To:         Robin Stieler, Clerk of the Board
From:       Katrina Foley, Fifth District Supervisor
Re:         Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors to reappoint Lucy Dunn to the Coto de Caza Planning Advisory Committee for a term concurrent with Supervisor Foley’s term of office.
APPLICATION FOR COUNTY OF ORANGE BOARD, COMMISSION OR COMMITTEE

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

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NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Coto de Caza Planning Advisory Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First □ Second □ Third □ Fourth □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
Lucetta (Lucy) Dunn
First Name Middle Name Last Name
Street Address City State Zip Code
Home Phone Number Cell Phone Number
Email Address

CURRENT EMPLOYER: 

OCCUPATION/JOB TITLE: 

BUSINESS ADDRESS: 

BUSINESS PHONE NUMBER: 

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: 

ARE YOU A REGISTERED VOTER? □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange County
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

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<th>TO (MO./YR.)</th>
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<tbody>
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<td>Regional Council, SCAG, biz rep (non-voting)</td>
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<td>present</td>
</tr>
<tr>
<td>Orange Catholic Foundation</td>
<td>2020</td>
<td>present</td>
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<tr>
<td>Homeufal Foundation</td>
<td>2010</td>
<td>present</td>
</tr>
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WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTION THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)? □ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I retired as CEO of OC Business Council (501c3) in 2021.

I own a home in Coto de Caza—a potential/unlikely conflict.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I have lived in Coto for almost 25 years, honored to help advise and guide good planning for this beautiful area.

DATE: 6/19/2023

APPLICANTS SIGNATURE: [Signature]

CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: ____________________________ Received by: ___________________________________________

Date referred: ____________________________ Deputy Clerk of the Board of Supervisors

To: □ BOS District 1 □ BOS District 2 □ BOS District 3 □ BOS District 4 □ BOS District 5

□ All BOS □ BCC Contact Person Name
LUCETTA DUNN (Lucy)

RESUME

Senior management executive reporting to top management, adept at team-building to meet strategic goals within budget and schedule constraints. Skilled in developing and implementing a broad range of public campaigns requiring intensive legal expertise, strategic planning, marketing, community and public relations, government relations and political expertise. Particular expertise in public speaking, high-profile issues and successful win-win negotiations. Exceptional track record of accomplishments with complex projects, public policy development and litigation management. Expertise in forming and implementing public and corporate policy, development of new business, and corporate reorganization to maximize operations efficiency and value for owners/stakeholders.

PROFESSIONAL EXPERIENCE

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  (Dec 2022 to Present)
Business Representative to Regional Council

SCAG is the Metropolitan Planning Organization (MPO) for six of 10 counties in Southern California, serving Imperial, Los Angeles, Riverside, San Bernardino, Ventura and Orange Counties, the largest in the US, planning regional transportation, housing, environmental and growth management at state and federal levels. Non-voting member advising on business and industry sector information to the 86-member official governing board known as the Regional Council. Chair of Global Land Use and Economics (GLUE) Council for SCAG.

ORANGE COUNTY BUSINESS COUNCIL, CEO Emeritus
ORANGE COUNTY BUSINESS COUNCIL, President and CEO,
Member of Board of Directors, Irvine, California  (Nov 2005 to Dec 2022)

The President and Chief Executive Officer is responsible to the Board of Directors for the effective conduct of the affairs of the Council. Provides and executes a well-articulated vision for the Council, based on guidelines established by the Board. Recommends and participates in Board formulation of the Council mission, goals, and objectives and related policies. Within that framework plans, organizes, coordinates, controls, and directs the staff, programs, and activities of the Council.

As President and CEO, implements the strategic goals for Orange County on four core initiatives infrastructure investment, workforce housing, workforce development and economic development. Led the business community for the County on a major successful campaign to Renew Measure M—the County’s ½ cent sales tax to fund transportation improvements for 30 years. Ballot signatory on state-wide bond measure for California High Speed Rail project. Effective advocate for including managed lanes.
on improvements to I-405 freeway. Facilitator for resolution of issues among environmental coalition members and transportation agencies on road and habitat expansions, particularly resolution of SR-241 extension litigation. Advanced innovative grassroots climate change initiatives at the local level.

STATE OF CALIFORNIA, Director, Department of Housing and Community Development, Sacramento, California (May 2004 to Nov 2005)

Appointed by Governor Arnold Schwarzenegger and confirmed by the California State Senate to serve under the aegis of the Business, Transportation and Housing Agency. Primarily responsible for the Department’s 500 employees and a $500 million annual budget including oversight for administering the state’s housing finance, rehabilitation, and community development programs; oversight of the state’s housing policy, planning and code-setting processes, and regulating manufactured housing and mobile home parks. Also led the administration of Proposition 46 $2.1 billion in bond funds for affordable housing. During my term and since January 2004, those funds helped incentivize or create more than 72,000 affordable homes and shelter spaces for Californians.

Facilitates numerous stakeholder meetings with business, financial, building interests and others to promote new housing and land use legislation, build consensus and encourage increased statewide housing production. Acts as facilitator between administration and League of California Cities, California State Association of Counties and other associations in promoting increased housing production. Promotes administration policies in numerous public speaking engagements, panels and programs. Proposes and reviews extensive legislation on a variety of housing and business issues. Serves as resource to California State Legislature on housing policy and member of the boards of the California Housing Finance Authority, California Debt Limit Allocation Committee, California Tax Credit Allocation Committee and California Housing Preservation Commission.

Reporting responsibilities to Governor Schwarzenegger and Secretary Sunne Wright McPeak of Business, Transportation and Housing Agency. Assisted numerous Cabinet and other Governor’s staff members.

HEARTHSIDE HOMES, Irvine, California (1998 to 2004)
KOLL REAL ESTATE GROUP, Newport Beach, California (1992 to 1998)
THE KOLL COMPANY, Newport Beach, California (1990 to 1992)

Executive Vice President, Development

Responsibilities: Executive manager for 1600-acre Bolsa Chica residential/wetlands restoration project. Duties include strategic planning, directing corporate policy, management and “hands on” implementation of a multi-million dollar annual team budget; direction of a corporate team including 35 outside professional consulting firms in a full range of disciplines from legal to planning to environmental and science; manage entitlement process through more than 25 local, state and federal agencies subject to stringent cost and time controls; assist in entitlements and environmental expertise for the company’s other development projects;
Complex litigation management in all issues attendant to real estate management, entitlement and development; significant expertise in environmental permitting, processing, review and mitigation. Exceptional expertise in developing community, business and political support for company projects, media relations, and public outreach. Developed residential division business plan for company and implemented marketing plan. Developed and implemented state-wide ballot initiatives beneficial to real estate industry.

Established first-of-its-kind agreement establishing multi-million-dollar fund for restoration of wetlands with numerous state and federal agencies. Management and leadership in development of wetlands restoration plan, including provisions for endangered species. Negotiated with numerous local, state and federal agencies in reaching a national precedent-setting sale of 900 acres of wetlands, located in an active oil field, for restoration.

From endangered species, geotechnical, archaeological, political, water quality to litigation management, the full gamut of development and public policy issues have been effectively managed. As a leader, Ms. Dunn has successfully worked to expand opportunities for women in the real estate industry.

Reporting responsibilities to Ray Pacini, President, California Coastal Communities (parent company of Hearthside Homes), and formerly to Richard Ortwein, President of the Koll Company.

SIGNAL LANDMARK, Irvine, California
Senior Vice President/General Counsel (1987 to 1990)

Responsibilities: Chief legal officer, member of corporate board of directors, and first woman officer in company’s 30-year history, overseeing all legal activities of corporation from human services to development. Supervision of all legal matters attendant with the acquisition, entitlement and development of properties valued in excess of $500 million; lead team member in management of 1600 acre Bolsa Chica residential development project; strong expertise in litigation prevention, resolution and management including cost controls for a member of company’s board of directors; reporting responsibilities to Peter Denniston, CEO and President.

LAW OFFICES OF LUCETTA DUNN, Santa Ana, California (1981-1987)
Principal

General practice of law. Business law, including related litigation, law and motion and trial work. Orange County Superior Court appointed attorney on selected sensitive cases. Significant expertise in elder law, probate, conservatorship asset management and real property sales. Additional practice in family law, estate planning, wills and trusts.
EDUCATION
DUKE UNIVERSITY, SCHOOL OF BUSINESS (1989)
Executive Education Program, Managing the Corporate Legal Department.

WESTERN STATE UNIVERSITY, COLLEGE OF LAW (1981, J.D.)
Honors: American Jurisprudence Award, Dean’s List, graduated in top 20% of class.
Activities: Nu Delta Epsilon Legal Fraternity. While in law school, commenced profit able paralegal business assisting attorneys from several Los Angeles County and Orange County law firms on law and motion, trial briefs and general law practice.
Current on Mandatory Continuing Legal Education (MCLE) requirements.

CALIFORNIA STATE UNIVERSITY, FULLERTON (1976, B.A. Political Science)
Honors: Dean’s List.

AFFILIATIONS AND LEADERSHIP
Member, California Transportation Commission, appointed by Governor Edmund G.
Brown, Jr. 2012, Chair 2015, reappointed 2016, term expired 2020; Member, California
Transportation Commission, appointed by Governor Schwarzenegger 2008; Member,
South Coast Air Quality Management District, Small Business Advisory Committee, and
member, Air Quality Management Plan Advisory Board 2011-6. 2006-2008 host of the
Orange County Mayors’ Summit on green technology, innovation, wireless and customer
satisfaction; 2008 Member, Green Building Advisory Committee of the California State
Representative on Governor Davis’ Commission on Building for the 21st Century on
behalf of Donald Koll; 2000-2016 Orange County Public Affairs Association; 2009
County of Orange 10 Year Plan to End Homelessness, committee member; Founding
member and 2016 Chair, board of directors, Mobility 21.

2004 Vice-President and Director, California Building Industry Association; 2001
President, Building Industry Association of Southern California; 1997-2004 Director,
Building Industry Association of Orange County; director, National Association of Home
Builders; past associate member, Urban Land Institute; past Chair and director, Building
Industry Legal Defense Foundation; Vice-Chair, Orange County Taxpayer’s Association;

Member, California State Bar (inactive); Member, United States Supreme Court; Federal
District Courts of Appeal.

Co-founder, Real Economic Association Leaders (REAL) Coalition of 20+ regional and
statewide business CEOs. Board Member, Pacific Symphony. Board of Directors,
California Women Lead. Founding board member, Homeful Foundation, dedicated to
ending homelessness; Advisory board member Jamboree Housing; Member, Board of
President Advisors, CSUF; Member, UCI Foundation; 2007-8 Member, Board of
Directors, Catholic Charities of Orange County. Member, Orange Catholic Foundation.
Chair, Orange County Housing Trust. Appointed in 2017 by Orange County Supervisor
Lisa Bartlett, Fifth District, to the Coto de Caza Planning Advisory Committee, serving
as chair.
AWARDS AND HONORS (selected)
2022 Phelps Leadership Award, Orange County Business Council
2022 California Building Foundation “Hall of Fame”
2022 Mobility 21 Lifetime Achievement Award and “Tip of the Spear” Award
2021 OC Taxpayers Association “Royalty” Award
2019 Endangered Habitats League Award of Excellence
2018 Orange County Business Journal “The 500”
2017 WTS Woman of the Year
2016 Black Chamber of Orange County, Distinguished Service Honoree
2016 Girl Scouts of Orange County, Celebrate Leadership Honoree
2015 OC Register’s 100 Most Influential
2014 Bishop’s Award for Exemplary Leadership, Diocese of Orange
2013 Goodwill of Orange County, Enduring Independence Award
2013 CSU Fullerton, Excellence in Executive Leadership
2012 Southern California Leadership Network “Public Sector Leader of the Year”
2012 California Transportation Foundation “Person of the Year”
2012 So. Cal. Association of Governments Private Sector Agency/Partner of the Year
2009 California State Legislature “Woman of the Year” Award—Assem. Jeff Miller
2007 California State University, Fullerton, “Vision and Visionary” Award
Orange County Metro’s “Woman to Watch”
Bolsa Chica Conservancy’s “Friend of Wetlands” Award
2006 Orange County Business Journal’s “Women in Business” Award recipient
2004 Alumni of the Year, Western State University, College of Law
2001 Building Industry Association of Southern California—first woman president in organization’s 80 year history
Numerous others.

OTHER ACTIVITIES
Public Speaking: Regularly addresses national, state and local government, business and community groups to discuss public policy, housing and environmental issues.

Interviews: Regularly appears on news and community affairs television programs and provides newspaper opinion editorials and interviews on current events.

Lecturer: Occasionally “guest lecturer” for classes in planning, real estate, social ecology, law and business at colleges and universities.

Counselor: Provides individual career guidance for young people and women on academic and career objectives.

FAMILY
Two OC born and raised sons, two accomplished daughters-in-law, and three grandchildren residing in the Bay Area.

PERSONAL INTERESTS
Chorale and solo singing, cantor for church services, piano, travel.
Memorandum

Date:       June 20, 2023
To:         Robin Stieler, Clerk of the Board
From:       Katrina Foley, Fifth District Supervisor
Re:         Supplemental Item for June 27, 2023 Meeting of the Board of Supervisors

Please place a supplemental item on the June 27, 2023 meeting of the Board of Supervisors to reappoint David Bartlett to the Orange County Planning Commission for a term concurrent with Supervisor Foley’s term of office.
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:  Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: https://cob.ocgov.com/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor’s Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP, SEE LIST AT https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information

Orange County Planning Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: □ First  □ Second  □ Third  □ Fourth  □ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave</td>
<td>Edward</td>
<td>Bartlett</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ladera Ranch</td>
<td>CA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Home Phone Number: _____________________________  Cell Phone Number: _____________________________

Email Address: _____________________________

CURRENT EMPLOYER: _____________________________

OCCUPATION/JOB TITLE: _____________________________

BUSINESS ADDRESS: _____________________________

BUSINESS PHONE NUMBER: _____________________________

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: □ YES □ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP: _____________________________

ARE YOU A REGISTERED VOTER: □ YES □ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: County of Orange

Revised Date 02/14/23  Page 1 of 2
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY                                      FROM (MO/yr.)     TO (MO/yr.)

Building Industry Association of Southern California      2006             Present

Orange County Business Council                             2015             Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? □ YES □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? □ YES □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALED DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETIAL OR POSTIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

□ YES □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

As current 5th District Planning Commissioner for the past 5 years, I would like to continue my service.

DATE: 6/19/23  APPLICANTS SIGNATURE: 

---

**CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE**

Date Received:  
Date referred:  
To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5  
☐ All BOS ☐ BCC Contact Person Name 

Revised Date 02/14/23  Page 2 of 2
Dave Edward Bartlett

June 19, 2023

Short Biography

Dave Bartlett is an Executive and Vice-President with Brookfield Properties Development. Over the past 30 years, he has guided the successful entitlements of many residential, mixed-use and commercial development projects throughout southern California. He joined the Brookfield team in 2004 and is currently oversees entitlements and pre-development for Brookfield's Land and Housing operations in Southern California.

Prior to 2004, Dave owned and operated a consulting firm that specialized in assisting landowners, builders, developers and local agencies with land use planning, CEQA compliance and entitlements. During this tenure, Mr. Bartlett represented many clients before the California Coastal Commission, including Boeing, the owners of Terranea Resort and Hellman Properties.

Dave is past president of the Building Industry Association of Orange County and the current Chair of the Building Industry Association of Southern California BOD. Mr. Bartlett is also the immediate past Chair of the Orange County Business Council and currently serves on the Executive Committee and BOD. Mr. Bartlett also serves as a member of the Orange County Planning Commission, representing the Fifth District.

Mr. Bartlett attended the University of Arizona and obtained a liberal arts degree in Geography and Regional Development, with an emphasis in Urban Planning. Dave was also a member University of Arizona Rugby team and toured with the team throughout the western United States and the United Kingdom.

Dave was an AYSO coach and volunteer for many years. He and his wife Anne Marie have three daughters, a dog Winne and have lived and enjoyed life in Orange County for over 30 years.
June 20, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 27, 2023, Board Hearing.

Agency: Social Services Agency

Subject: Approve Contract for Welfare-to-Work Assessment Services

Districts: All

Reason Item is Supplemental: The item is supplemental due to Foster Assessment Center and Testing Services formally notifying Social Services Agency (SSA) in early May of the termination of services effective June 30, 2023. Consequently, SSA quickly negotiated a one-year interim contract with Managed Career Solutions, SPC, the second most responsive bidder from the request for proposal issued on September 19, 2019. SSA is in the process of issuing a new solicitation to continue assessment services when the interim contract expires.

Justification: This item cannot be moved to a later Board Meeting because any delay will create a gap in assessment services and hinder efforts to help Welfare-to-Work participants obtain and retain stable employment during the month of July 2023. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/27/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Social Services Agency
DEPARTMENT HEAD REVIEW:

Department Head Signature

DEPARTMENT CONTACT PERSON(S):
An Tran (714) 541-7708
Laura Turtzer (714) 541-7734

SUBJECT: Approve Contract for Welfare-to-Work Assessment Services

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
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<tbody>
<tr>
<td>Signed by Frank Kim</td>
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</table>

Approved Agreement to Form

Signed by John Cleveland

Discussion
3 Votes Board Majority

<table>
<thead>
<tr>
<th>Budgeted: N/A</th>
<th>Current Year Cost: N/A</th>
<th>Annual Cost: FY 2023-24</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$599,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Staffing Impact: N/A</th>
<th># of Positions: N/A</th>
<th>Sole Source: No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Current Fiscal Year Revenue: N/A</th>
<th>Funding Source: FED: 98% (CalWORKs), State: 2% (CalWORKs)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Levine Act Review Completed: N/A</th>
<th>County Audit in last 3 years: No</th>
</tr>
</thead>
</table>

Prior Board Action: 3/28/2023 #34, 5/5/2020 #43

RECOMMENDED ACTION(S)

1. Authorize the County Procurement Officer or Deputized designee to execute Contract with Managed Career Solutions, SPC, for California Work Opportunity and Responsibility to Kids Welfare-to-Work assessment services, effective July 1, 2023, through June 30, 2024, in an amount not to exceed $599,000.

2. Pursuant to Contract Policy Manual Section 3.4-114, authorize the County Procurement Officer or Deputized designee to exercise a contingency contract cost increase, not to exceed a total of 10 percent of the Contract amount for the first year of the Contract, for the entire
SUMMARY:
Approval of the Contract for California Work Opportunity and Responsibility to Kids Welfare-to-Work assessment services will help participants obtain and/or maintain stable employment to achieve self-sufficiency.

BACKGROUND INFORMATION:

The Social Services Agency (SSA) is requesting the Board of Supervisors’ (Board) approval of the Contract with Managed Career Solutions, SPC (MCS) for California Work Opportunity and Responsibility to Kids (CalWORKs) Welfare-to-Work (WTW) assessment services for the term of July 1, 2023, through June 30, 2024, with a maximum obligation of $599,000. SSA is requesting a 10 percent contingency cost increase in the event the job market creates a greater need for these services in the future.

Assessment services are mandated under the CalWORKs WTW Program. WTW participants that do not obtain employment during the Job Search Readiness phase of the WTW Program are required to attend assessment services. These Employment Readiness Assessments are essential in determining realistic and achievable long-term goals, which facilitate WTW staff in building a career ladder for the participant. The results identify the following: barriers to employment, learning disabilities, career goals, basic education needs, job training needs and physical limitations. These services assist CalWORKs participants in obtaining and/or retaining stable employment with the goal of achieving self-sufficiency. If during a standard assessment, the contractor notices a potential learning disability, the assessment will stop and the participant will be referred for a Learning Disability Evaluation, which is voluntary.

SSA issued a Request for Proposal on September 19, 2019, to solicit proposals from private and public organizations to provide WTW assessment services. Three proposals were received by the deadline of October 15, 2019, from Foster Assessment Center & Testing Services, Inc. (FACTS), MCS, and JVS SoCal. FACTS received a score of 80.84, MCS received a score of 65.30 and JVS SoCal received a score of 62.40 points.

On May 5, 2020, the Board approved the Contract with FACTS for the term of July 1, 2020, through June 30, 2023, with a cumulative amount not to exceed $1.797 million.

On March 28, 2023, the Board approved Amendment One to renew the Contract with FACTS for an additional two years, for a revised cumulative amount not to exceed $2.995 million, for the term of July 1, 2023, through June 30, 2025, with an annual maximum obligation of $599,000. Amendment One was signed by FACTS and executed on April 5, 2023.

On May 8, 2023, FACTS sent a formal letter to terminate services, effective June 30, 2023. Due to the short notice of termination and to prevent a gap in mandated services, SSA negotiated a one-year interim contract with MCS, the second highest proponent from the request for proposal issued on September 19, 2019. MCS would be contracted under the same terms of the contract the Board approved on March 28, 2023.
SSA is in the process of issuing a solicitation to continue assessment services when the interim Contract with MCS expires on June 30, 2024.

Outcomes for the period of July 1, 2023, through June 30, 2024, for the interim Contract include the following:

- Contractor shall attempt to contact 100 percent of referred clients to confirm an initial assessment within three business days of referral receipt.
- Contractor shall make a minimum of three contact attempts to confirm an initial Assessment appointment via Client’s preferred method of communication (e.g., text, phone call, email) within five business days when the initial contact is unsuccessful.
- Contact attempts shall be made on three varying days and times for 100 percent of these Clients.
- A minimum of 90 percent of completed assessment reports will be submitted to SSA within three business days.

Rates

The County will pay the Contractor the following rate for each completed assessment:

<table>
<thead>
<tr>
<th>Assessment Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Readiness Assessment</td>
<td>$400</td>
</tr>
<tr>
<td>Learning Disability Evaluation</td>
<td>$800</td>
</tr>
</tbody>
</table>

Department staff have conducted due diligence on the vendor. Reference checks were satisfactory and completed with the Los Angeles County Office of Education, Los Angeles County Department of Economic Opportunity, and Workforce Development Board of Ventura County regarding similar projects. SSA has verified there are no concerns that must be addressed with respect to Contractor’s ownership/name, litigation status or conflicts with County interests.

To ensure clients continue to receive mandated WTW assessment services, this Contract is submitted to the Board fewer than 30 days prior to the start of the Contract.

The Orange County Preference Policy is not applicable to this Contract award.

Subcontracts

This Contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 063, Social Services Agency FY 2023-24 Budget.
Contingency of Funds

The proposed Contract includes provisions stating that the Contract is contingent upon the availability of funds and inclusion of sufficient funds in the budget approved by the Board for each fiscal year the Contract remains in effect or operation. In the event such funding is terminated or reduced, the County may terminate the Contract, reduce the County’s maximum obligation or modify the Contract, without penalty.

STAFFING IMPACT:
N/A

REVIEWING AGENCIES:
N/A

ATTACHMENT(S):
Attachment A - Contract MA-063-23011545 with MCS
Attachment B - Redline to Contract MA-063-23011545 with MCS
Attachment C - Contract Summary Form
CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
MANAGED CAREER SOLUTIONS, SPC
FOR THE PROVISION OF
WELFARE-TO-WORK ASSESSMENT SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and MANAGED CAREER SOLUTIONS, a California social purpose corporation, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal, for Welfare-To-Work Assessment Services in 2019;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Assessment Services;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to the California Work Opportunities and Responsibility to Kids (CalWORKs) Act of 1997, hereinafter referred to as the “CalWORKs Act,” which provides that Assessment Services be provided for Welfare-To-Work (WTW) Clients (Welfare and Institutions Code Section 11320.1.(c)); and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:
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## ATTACHMENT A

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</table>
1. **TERM**

   The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. **ALTERATION OF TERMS**

   2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

   2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. **STATUS OF CONTRACTOR**

   3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

   3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. **DESCRIPTION OF SERVICES**

   4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
supplies, as described in Attachment A to the Contract between County of Orange and Managed Career Solutions, for the Provision of Vocational Assessment Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY’s maximum funding obligation, as set forth in this Contract, is not exceeded.

4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.3 For federally funded Contracts in the amount of $25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR’s duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.
7. **SUBCONTRACTS**

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of $50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars ($50,000) or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of $50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this Contract. CONTRACTOR’s proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring.
of subcontractor’s performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR’s approval of CONTRACTOR’s proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars ($50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR’s written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR’s business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR.
or in any manner does business with CONTRACTOR under this Contract.

8.2 Change in Form of Business Organization
If, during the term of this Contract, the form of CONTRACTOR’s business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY’s sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

8.3 Name Change
CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR’s status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY

9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Contract. CONTRACTOR shall enter into a rent-free license agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR’s presentation of said document to CONTRACTOR. Failure to execute and abide by the license agreement will result in a breach of this Contract.

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, at its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

10. NON-DISCRIMINATION

10.1 In the performance of this Contract, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients,
provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR’s compliance with Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

  County Civil Rights Contact:
  Orange County Social Services Agency
  Program Integrity
  Attn: Civil Rights Coordinator
  P.O. Box 22001
  Santa Ana, CA  92702-2001
  Telephone: (714) 438-8877

  State Civil Rights Contact:
  California Department of Social Services
  Civil Rights Bureau
  P.O. Box 944243, M/S 8-16-70
  Sacramento, CA  94244-2430
  Telephone: (916) 654-2107
  Toll Free: (866) 741-6241

  Federal Civil Rights Contact:
  Office for Civil Rights
  U.S. Department of Health and Human Services
  90 7th Street, Suite 4-100
  San Francisco, CA  94103
  Customer Response Center: (800) 368-1019

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

  10.4.3.1 http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf  (Pub 470 - Your rights Under Adult Protective Services)
  10.4.3.2 http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program  (Pub 13 – Your Rights Under California Welfare Programs)
  10.4.3.3 http://ssa.ocgov.com/about/services/contact/complaints/comply
11. **NOTICES**

11.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Contract, and/or other communications shall be addressed as follows:

**COUNTY:** County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

**CONTRACTOR:** Managed Career Solutions, SPC
3333 Wilshire Blvd. Suite 405
Los Angeles, CA 90010

11.2 All notices shall be deemed effective when in writing and when:

11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 11.1 above;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. **NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
13. **INDEMNIFICATION**

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. **INSURANCE**

14.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.

14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be
maintained by CONTRACTOR through the entirety of this Contract for inspection
by COUNTY representative(s) at any reasonable time.

14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
Insurance. Any SIRs in excess of fifty thousand dollars ($50,000) shall specifically
be approved by the COUNTY’s Risk Manager, or designee. COUNTY reserves the
right to require current audited financial reports from CONTRACTOR. If
CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for
any and all claims resulting or arising from CONTRACTOR’s services in
accordance with the indemnity provision stated in this Contract.

14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
term of this Contract, COUNTY may terminate this Contract.

14.5 Qualified Insurer

14.5.1 The policy or policies of insurance must be issued by an insurer with a
minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial
Size Category as determined by the most current edition of the Best's Key
Rating Guide/Property-Casualty/United States or ambest.com).

14.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
CEO/Office of Risk Management retains the right to approve or reject a
carrier after a review of the company's performance and financial ratings.

14.5.3 The policy or policies of insurance maintained by CONTRACTOR shall
provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
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<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles</td>
<td>$1,000,000 combined single limit each accident</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>$1,000,000 per accident or disease</td>
</tr>
</tbody>
</table>
Network Security & Privacy Liability  $1,000,000 per claims-made

Professional Liability Insurance  $1,000,000 per claims-made or occurrence
                                      $1,000,000 aggregate

Sexual Misconduct Liability  $1,000,000 per occurrence

14.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

14.6 Required Coverage Forms

14.6.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

14.6.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

14.7 Required Endorsements

14.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

14.7.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.7.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributory.
14.7.2 The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

   14.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

   14.7.3.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR’s insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

14.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.

14.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.

14.10 If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability policy are a “Claims-Made” policy(ies), CONTRACTOR shall agree to the following:

   14.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
14.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

14.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

14.11 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

14.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 11 of this Contract.

14.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

14.14 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

14.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

14.16 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy
coverage and limits available from the insurer.

15. **NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS**

   CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

   15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

   15.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

   15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.

   15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

   15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.

   15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

16. **CONFLICT OF INTEREST**

   16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR’s efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents,
and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

18. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Contract with any funds made available under this Contract. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

19. EQUIPMENT

19.1 All items purchased with funds provided under this Contract, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars ($5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract,
CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.

19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties’ interests as they appear.

19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR’s service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not
been obtained from ADMINISTRATOR.

19.3 Computer Equipment
No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

20. BREACH SANCTIONS

20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation
The maximum funding obligation of COUNTY under this Contract shall be $599,000, or actual allowable costs, whichever is less.
21.2 Allowable Costs and Usage

21.2.1 During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for each completed Assessment subject to any exclusions or limitations specified in Attachment A:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment Readiness Assessment</td>
<td>$400</td>
</tr>
<tr>
<td>Learning Disability Evaluation</td>
<td>$800</td>
</tr>
</tbody>
</table>

No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Contract. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

21.2.2 During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for outside translation services:

21.2.3 $1.35/per minute

21.2.4 CONTRACTOR shall follow the procedure described in Subparagraph 7.6.5 in Attachment A to arrange outside translation.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR
must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Contract.

21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

21.3.4 Year-End and Final Claims

21.3.4.1 COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through June 30th) for the month of June to accommodate COUNTY’s fiscal year-end close process, which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for the two (2) billing periods, COUNTY will provide written notification to CONTRACTOR by the 15th of May, which will inform CONTRACTOR of applicable invoice claim deadlines.

21.3.4.2 CONTRACTOR shall submit a final claim by no later than August 30, 2024. Claims received after August 30th may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.

21.3.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event
an overpayment has been made.

22. **OVERPAYMENTS**

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. **OUTSTANDING DEBT**

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR’s satisfaction, prior to entering into and during the term of this Contract.

24. **FINAL REPORT**

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

25. **RECORDS, INSPECTIONS, AND AUDITS**

25.1 **Financial Records**

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later.
25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25.2 Client Records

25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this contract.

25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Contract.

25.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.
25.4 Inspections and Audits

25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY’s Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Contract. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Contract and the premises in which it is being performed.

25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY’s designee, necessary to obtain CONTRACTOR’s books and records.

25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY’s liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR’s failure to perform under this Contract.

25.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR’s services or provide information about CONTRACTOR’s project.

26. PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR’s personnel providing services
through this Contract, paid and unpaid, including those identified in Paragraph 11 of Attachment A (hereinafter referred to as “Personnel”).

26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

26.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

26.2.3 The professional degree, if applicable, and experience required for each position; and

26.2.4 The language skill, if applicable, for all Personnel.

26.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Contract.

26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender Registry (www.meganslaw.ca.gov).

26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the
California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.

26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR’s Personnel providing services under this Contract.

26.7 In the event a record is revealed through the processes described in above Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.

26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR’s failure to comply with ADMINISTRATOR’s decision shall be deemed a material breach of this Contract, pursuant to Paragraph 20 above.

26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR’s Personnel performing work hereunder, and any proposed changes in
CONTRACTOR’s Personnel.

26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section
15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

30. CONFIDENTIALITY

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

30.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY’s designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR’s employees, agents, subcontractors, and all other individuals performing services under this Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.

30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that
any person violating the provisions of said California state law may be guilty of a crime.

30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

31. **SECURITY**

31.1 Security Requirements

31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

31.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

31.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

31.1.1.4 Firewall protection.

31.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

31.1.1.6 Measures to securely store all COUNTY data, including, but not
be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY’s prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

31.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

31.2.1.1 Investigate to determine the nature and extent of the Security Breach.

31.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

31.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

31.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach.
and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

32. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

33. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

34. SERVICES DURING EMERGENCY AND/OR DISASTER

34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government’s capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal
level by the President of the United States.

34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

35.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

35.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe
for approval is agreed upon by the ADMINISTRATOR;

35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

35.2.3.1 Any commercial product or service; and

35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at https://cio.ocgov.com/egovernment-policies.

36. REPORTS

36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR’s services, costs, or other data relating to this Contract, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

37. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).
38. **ENVIRONMENTAL PROTECTION STANDARDS**

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

38.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

39. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of $100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4.

39.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

39.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant,
the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

39.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.

39.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

39.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

40. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

41. TERMINATION PROVISIONS

41.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise
specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR’s reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

41.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract (“Transition Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

41.3 In the event of termination of this Contract, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Contract.

41.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY’s maximum funding obligation, or modify this
Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.

41.5 If any term, covenant, condition, or provision of this Contract or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

43. SIGNATURE IN COUNTERPARTS

43.1 The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.

43.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: MANAGED CAREER SOLUTIONS, SPC

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<tr>
<th>Print Name</th>
<th>President, Managed Career Solutions</th>
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<tr>
<td>Esteban Magallanes</td>
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Deputized Designee Signature:

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<th>Print Name</th>
<th>Deputy Purchasing Agent</th>
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APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Deputy County Counsel</th>
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<td>John Cleveland</td>
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ATTACHMENT A

SCOPE OF WORK

FOR THE PROVISION OF

WELFARE-TO-WORK ASSESSMENT SERVICES

1. POPULATION TO BE SERVED

1.1 CalWORKs Welfare-to-Work (WTW) Clients who are referred to CONTRACTOR by WTW Staff for Assessment Services. It is mutually understood that no minimum number of referrals is guaranteed, expressed or implied, under this Contract.

1.2 CONTRACTOR agrees to provide Assessment Services, as specified in this Attachment A to this Contract, to Clients who are referred to CONTRACTOR by ADMINISTRATOR.

2. HOURS OF OPERATION

2.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

2.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule and the hours listed in Subparagraph 2.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph
20, and shall not be reimbursed.

2.3 CONTRACTOR shall offer expanded hours (such as Saturdays and evenings) by special request to facilitate Client attendance.

3. DEFINITIONS

3.1 **CalWORKs**: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code, Section 11200 et seq.

3.2 **CalWORKs 2.0**: An approach which focuses on helping people set and achieve their goals, which requires an environment with flexibility and a shift from a directive case management to a customer-led management focused on goals.

3.3 **Welfare-To-Work (WTW)**: A mandated program under the CalWORKs Act, which requires non-exempt parents or caretakers in families on CalWORKs assistance to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.

3.4 **CalWORKs WTW Case Manager (CM)**: An employee of ADMINISTRATOR or COUNTY’s Case Management contractor who provides case management services to CalWORKs WTW Clients.

3.5 **Job Services**: Activities that provide the Client with training to learn job seeking skills, interviewing skills, understand employer expectations, and learn skills that enhance the Client’s move to self-sufficiency.

3.6 **Barriers to Employment**: Circumstances that interfere with WTW participation, employment, or Job Services.

3.7 **Client(s)**: A recipient of CalWORKs financial assistance benefits who has voluntarily enrolled, or is required to participate, in the WTW program pursuant to State regulations.

3.8 **Supportive Services**: Payments provided to or on behalf of WTW Clients for ancillary, child-care, and/or transportation expense costs.

3.9 **Assessment**: An evaluation of employability and the need for Support Services, which takes into consideration work history, employment knowledge, skills,
abilities, education, local labor market conditions, physical limitations, and behavioral conditions.

3.10 Welfare-To-Work (WTW) Activities: A list of allowable WTW Activities to which the Client may be assigned in accordance with the State of California WIC, Section 11320 et seq., and the Orange County CalWORKs Plan.

3.11 Welfare-To-Work (WTW) Plan: A plan developed by the CM and the Client that specifies which activities the Client shall engage in, and the Supportive Services to be provided that support participation in the assigned activities.

3.12 Welfare-To-Work (WTW) Staff: ADMINISTRATOR’s staff and other contracted staff with the authority to refer Clients for services as defined by COUNTY policy.

4. GOALS

4.1 The primary goals of WTW Assessment Services are to:

4.1.1 Provide Assessment Services that assess the Client’s employment potential by identifying strengths and barriers to employment;

4.1.2 Generate occupational and/or educational recommendations that can be used to develop an individualized employment plan; and

4.1.3 Foster family well-being by placing individuals in high paying and high demand jobs with appropriate support, where they will earn enough or consistently progress toward higher earnings to be considered self-sufficient and leave the program.

5. OUTCOME OBJECTIVES

CONTRACTOR shall meet the following outcomes:

5.1 For the period of July 1, 2023, through June 30, 2024.

5.1.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of referred Clients to confirm an initial Assessment within three (3) business days of referral receipt.

5.1.1.1 CONTRACTOR shall make a minimum of three (3) contact attempts to confirm an initial Assessment appointment via Client’s preferred method of communication (e.g. text, phone call, email) within five (5) business days when the initial contact
is unsuccessful.

5.1.1.2 Contact attempts shall be made on three (3) varying days and times for one hundred percent (100%) of these Clients.

5.1.2 A minimum of ninety percent (90%) of completed Assessment reports will be submitted to SSA within three (3) business days of completion.

6. SERVICES TO BE PROVIDED

6.1 General Requirements:

CONTRACTOR shall:

6.1.1 Conduct Assessment Service activities with Clients. One-on-one activities with any Clients will be performed in an area that is visible to COUNTY staff or CONTRACTOR’s staff at all times. CONTRACTOR shall not engage in any unsupervised one-on-one activities with any Clients.

6.1.2 Conduct outreach designed to provide the best probability that the Client attends and completes the Assessment as referred by WTW Staff. Outreach efforts shall include, but not be limited to, text messaging, email, telephone calls, and US mail.

6.1.3 Utilize Assessment processes that are interactive and encourage client participation.

6.1.4 Ensure Assessments are sensitive to literacy, language, and socio-cultural factors that may impact the quality of the Assessment process.

6.1.5 Evaluate for behavioral health, physical disabilities, mental disabilities, and identify the presence of substance abuse, physical abuse, and domestic abuse. If the Assessment identifies behavioral health, physical, and mental disabilities, the presence of substance abuse, physical abuse, and/or domestic abuse, CONTRACTOR shall immediately notify WTW Staff and comply with the requirements of Paragraph 28 of this Contract, if necessary.

6.1.6 Contact WTW Staff by telephone, the same day, if a Client fails to appear for a scheduled Assessment session.

6.1.7 Ensure a knowledgeable liaison is available on a daily basis, at no cost to COUNTY. The liaison shall communicate with WTW Staff to answer
questions, provide additional information regarding specific cases, and respond to questions about Assessment reports, Learning Disability (LD) evaluations, and operational issues.

6.1.8 CONTRACTOR shall not charge COUNTY for Client no shows. Additionally, CONTRACTOR shall provide services at no additional charge to COUNTY for rescheduling, retesting, additional testing, or reassessments within twelve (12) months of the original Assessment.

6.1.9 Provide training to WTW Staff, as requested by, and at no cost to the County, on reading, evaluating, and interpreting Assessment reports.

6.1.10 Provide information and guidance to WTW Staff presenting and explaining the Assessment process to Clients.

6.1.11 Coordinate with WTW Staff making referrals for Assessment Services.

6.1.12 Conduct Assessment Services for Clients who have learning, mental, or physical disabilities that require additional testing.

6.1.13 Utilize Assessment instruments capable of being administered in English, Spanish, Farsi, and Vietnamese. An appropriate variety of hands-on work samples and non-verbal testing should be provided to assess Clients whose primary language is other than English, Spanish, Farsi, or Vietnamese, as required by ADMINISTRATOR, at no additional cost to the County.

6.1.14 Use technology to administer Assessment instruments, as appropriate.

6.1.15 Utilize Assessment tools that include the use of multiple sources to obtain valid information (e.g., personal interviews, work simulation samples, on-site behavioral observations, and computer assisted inventories).

6.1.16 CONTRACTOR may utilize new testing materials throughout the Contract term by obtaining written approval from the County.

6.1.17 Maintain a file for each Client served under the terms of this Contract. The Client file shall include a copy of any written correspondence, pre-Assessment information, activities agreement, Assessment report, and any other documented communication with the Client and/or WTW Staff.

6.1.18 In the event of Client noncompliance with WTW program requirements, as determined by WTW Staff, make an assessor available to testify at
Client’s WTW appeal hearings upon reasonable notice.

7. MEETINGS AND TRAININGS

7.1 CONTRACTOR may be required to attend quarterly meetings with the County, other County contracted service providers, educational groups, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR.

7.2 CONTRACTOR shall be expected to participate in meetings and training as required by ADMINISTRATOR.

7.3 Assessments:

CONTRACTOR shall conduct Assessments that include:

7.3.1 A one-on-one interview, which shall include the identification and/or verification of appropriate educational, training, and employment goals.

7.3.2 Client’s career interests, skills, abilities beyond basic academic achievement, experience, identification of an employment goal, employability, and readiness for job placement.

7.3.3 Client’s educational history and present educational competency level, including Assessment of academic abilities and cognitive functioning.

7.3.4 Client’s work history and an inventory of his or her vocational skills and aptitudes, knowledge and abilities, and identification of personal-social traits, needs, and aspirations for change.

7.3.5 Evaluation of Client’s problem-solving skills, how much supervision the Client requires, and whether the Client is physically able to do the job.

7.3.6 Client’s job-related values and attitudes.

7.3.7 An evaluation of the chances of employment given the current skills of the Client and local labor market condition, based on the County of Orange Occupational Outlook Report, or similar report. This information may be accessed via the following website: [www.labormarketinfo.edd.ca.gov](http://www.labormarketinfo.edd.ca.gov)

7.3.8 Identification of three (3) occupational options or employment goals which are in local demand, the time it will take to achieve the goals, and an evaluation of the probability of achieving the goals given the Client’s current and potential skills and the local labor market.
7.3.9 The Client’s challenges, including the need for supportive services, in order to obtain the greatest benefit from the employment and training services offered under CalWORKs.

7.3.10 Identification of challenges to employment, including physical limitations or mental conditions, that limit the Client’s ability for employment or participation in WTW activities.

7.3.11 Identification of available resources to complete the WTW Plan.

7.3.12 Vision and color blindness tests, if necessary.

7.3.13 Identification of mental health/substance abuse and/or domestic abuse issues. If the existence of any of these issues becomes known to the assessor during the Assessment process by client disclosure or other means, the assessor will include this information in the Assessment results provided to ADMINISTRATOR.

7.3.14 Resource materials and technical assistance provided to the Client for career exploration activities.

7.3.15 Comparison of current competencies and skill levels with training programs and/or job requirements and recommendations to appropriate basic education, short-term vocational training, or other WTW approved training programs.

7.3.16 Other relevant information gathered during the appraisal.

7.3.17 An exit conference conducted between the Client and the assessor. The conference shall include, but not be limited to: the likelihood of successful and continued participation in the WTW program, and an explanation on how education and/or training would assist the Client in their current situation. CONTRACTOR shall engage the Client by matching his or her goals and outlook for the future with recommendations that will lead to employment and self-sufficiency.

7.4 Learning Disability (LD) Assessments:

CONTRACTOR shall:

7.4.1 Include the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing
and measurement of aptitudes, performance, and vocational interests associated with an Assessment.

7.4.2 Include documentation of an accommodation if needed, or if the Client presents significant or multiple impairments, a diagnosis will be included as part of the LD Assessment.

7.4.3 Be able to evaluate English and non-English speaking Clients with suspected learning disabilities.

7.4.4 Include a description of the learning disability, developmental disability, physical disability or limitation, appropriate employment opportunities, and any necessary accommodations.

7.5 LD Assessment instruments that evaluators may use include, but are not limited to, the following areas:

7.5.1 Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodstock-Johnson;

7.5.2 Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading); and

7.5.3 Vocational interest, as needed, to assist in the development of the WTW plan.

7.6 Translation Services

7.6.1 Translation services will be provided to ADMINISTRATOR’s Clients that are non-English proficient. The referral for services will indicate the primary language of the Client.

7.6.2 CONTRACTOR shall utilize their own staff for translation services at no additional cost to COUNTY, prior to utilizing outside translation services.

7.6.3 CONTRACTOR shall provide in-house translation services for the following languages: English, Spanish, Vietnamese, and Farsi. CONTRACTOR shall interpret and translate, if requested, all communication between ADMINISTRATOR’s staff and Clients.

7.6.4 Outside translation services via telephone will be utilized for those Clients whose primary language is other than those listed in Subparagraph 7.6.3 or any other language in which the CONTRACTOR’s staff are not fluent.
When the Client exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR to allow WTW Staff the opportunity to provide the translation services.

7.6.5 Should it be determined that it is necessary for outside translation services to be provided on-site and in person versus translation services via telephone, CONTRACTOR shall obtain prior written authorization from the referring regional office’s Social Services Supervisor II to provide on-site translation services. Outside translation services will be charged at the rate provided in Subparagraph 21.2.3 of the Contract.

7.6.6 CONTRACTOR and CONTRACTOR’s employees (interpreters/translators) shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.

8. REPORTS

8.1 CONTRACTOR shall:

8.1.1 Include items identified in Subparagraphs 7.3 through 7.5.3 and be developed in collaboration with ADMINISTRATOR staff for Assessment results.

8.1.2 Be submitted to CM, in a format approved by ADMINISTRATOR, within three (3) business days of completion of the Assessment.

8.1.3 Be written using clear, expressive language that can be easily understood by the CM.

8.1.4 Include a one (1) paragraph narrative regarding the assessor’s verbal and/or non-verbal interactions with the Client, any relevant information the Client shares, and specific needs for any of the Assessments. If the Client was required to return for an additional day, the assessor will document the Client’s commitment and willingness to return to finalize the Assessment.

8.1.5 Identify the Client’s employment goals in the most appropriate occupations using transferable skills. If the Client has experience or
training in a field that the CONTRACTOR determines does not translate into an employment goal, an explanation will be included in the report.

CONTRACTOR shall provide multiple job recommendations in the report.

8.1.6 Identify the Client’s prior training, experience, skills, vocational interests and goals, academic and vocational strengths and weaknesses, and three (3) occupational options that meet the needs of the individual and have the potential to lead to self-sufficiency.

8.1.7 Include concrete steps CM can share with the Client. For each of the occupational options, the Assessment report will include the probable wage range, pre-requisites for employment, and probability of completing the employment goal.

8.1.8 Recommend an employment plan that specifies the necessary short-term vocational training and/or education, work experience, and/or community service that will be needed to obtain the employment goals, and a timeline that identifies when the various phases of the employment plan should be completed with specific next steps outlined. Where training is recommended, the assessor will suggest the most expeditious training program available, in which the assessor has no conflict of interest.

8.1.9 Incomplete Assessment reports, as determined by WTW Staff, will be returned to CONTRACTOR for completion of the report and/or the Assessment at no additional cost to COUNTY. In the event of a dispute between WTW Staff and CONTRACTOR regarding the completion of the Assessment report, ADMINISTRATOR will evaluate and make the final decision.

8.2 Monthly Administrative Reports

CONTRACTOR shall submit a report to ADMINISTRATOR, in a format approved by the ADMINISTRATOR, by the fifteenth (15th) of each month for the preceding month of services which will include, but not be limited to, the following:

8.2.1 Client’s name;

8.2.2 Case Number;
8.2.3 Date Assessment was completed;
8.2.4 Date the written Assessment report was submitted to WTW Staff;
8.2.5 Name of assessor;
8.2.6 Type of Assessment Services;
8.2.7 Number of referrals;
8.2.8 Recommendations;
8.2.9 Number of LD/developmentally disabled Clients identified;
8.2.10 Number of no shows; and
8.2.11 Number of Clients that did not complete the Assessment as referred by WTW Staff.

9. CASE RECORDS

9.1 CONTRACTOR shall maintain current and complete records for each Client referred and served under this Contract as described in Subparagraph 6.1.17 of this Attachment A.

9.2 At ADMINISTRATOR’s discretion, CONTRACTOR shall use ADMINISTRATOR’s Internet based computer information system to view Client data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding use of electronic case records on ADMINISTRATOR’s Internet based computer information system. CONTRACTOR shall be responsible to provide all the necessary equipment for its staff to access ADMINISTRATOR’s Internet based computer information system. CONTRACTOR shall inform ADMINISTRATOR of any employment terminations or new hires so that ADMINISTRATOR’s Information Technology Services may take appropriate action regarding user names and passwords within two (2) business days of staff status changes.

10. FACILITIES

CONTRACTOR shall be expected to perform Assessment Services at COUNTY and/or other existing office locations on an as needed schedule, as specified by ADMINISTRATOR.
Anaheim Regional Center
3320 E. La Palma Ave
Anaheim, CA 92806

Laguna Hills Regional Center
CalWORKs South Region
23340 Moulton Parkway
Laguna Hills, CA 92653

Santa Ana Regional Center
CalWORKs East Region
1928 Grand Avenue
Santa Ana, CA 92705

10.1 Only CalWORKs WTW Clients referred by WTW Staff shall be provided services at the above locations.

10.2 Services may be provided on an as needed basis, as determined by COUNTY, at the following location:

Managed Career Solutions, SPC
7077 Orangewood Avenue First Floor
Garden Grove, CA 92841

10.2.1 CONTRACTOR shall provide parking spaces for Clients’ free of charge and exclusive use. In addition to these parking spaces, CONTRACTOR shall also provide parking for disabled persons in accordance with the ADA, and any other rules or statutes relating to parking for disabled persons.

10.2.2 CONTRACTOR shall maintain any facilities in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day-per-week basis, subject to the satisfaction of the ADMINISTRATOR. If the CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, the ADMINISTRATOR may notify CONTRACTOR in writing. Failure to
comply may result in breach of contract.

10.2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY’s maximum obligation.

11. STAFF

11.1 Staff conducting Assessments shall make recommendations consistent with the CalWORKs Program Objectives, the local labor market outlook, and available educational and vocational training resources. CONTRACTOR’s staff shall have no conflict of interest in the recommendations made.

11.2 Assessments shall be conducted by persons qualified by education and/or experience, preferably with a master’s degree in an employment counseling related field, to provide career counseling and guidance, vocational Assessment, or career planning. The minimum qualifications for the position are as follows:

11.2.1 Bachelor’s degree from an accredited college, including completion of at least fifteen (15) semester units in career counseling preparation, of which at least three (3) units must be in the areas of career planning, guidance principles and techniques, personality development, occupational and industrial information, tests and measurements, or other courses relating to career counseling preparation, or

11.2.2 Two (2) years of career counseling experience, including at least fifty percent (50%) vocational counseling in a variety of occupational fields, and fifteen (15) semester units as specified above.

11.3 LD Assessments shall be conducted by a person(s) qualified by education and experience to administer and score the testing instruments and adequately evaluate for the presence of a learning disability or developmental delay/disability. The minimum qualifications for the position are as follows:

11.3.1 Master’s Degree; and

11.3.2 Three (3) years of experience administering and evaluating LD evaluations.

11.4 A Learning Disability diagnosis shall be performed by an individual(s) qualified by
education and experience to provide a diagnosis when formal documentation of an accommodation is needed, or the Client presents significant or multiple impairments. The minimum qualifications for the position are as follows:

11.4.1 Licensed Clinical Social Worker(s) or Licensed Marriage and Family Therapist(s) who is qualified to provide verification of a learning disability exemption to the extent that they are licensed by the State of California and are specialized in diagnosing and treating learning disabilities.

11.4.2 Individuals conducting Assessments shall make recommendations consistent with the CalWORKs Program objectives, the local labor market outlook, and available educational and vocational training resources.

12. **HANDLING COMPLAINTS**

CONTRACTOR shall:

12.1 Have a written grievance and complaint process in place and make each Client aware of the availability of the form during the orientation process.

12.2 Develop, operate, and maintain procedures for receiving, investigating and responding to provider and Client complaints, including Civil Rights complaints, requests for County reviews, negative comments and other complaints relating to services provided under this Contract.

12.3 Maintain a log for identification and response to Client’s complaints. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Responses to complaints should occur within two (2) business days, unless otherwise authorized by the ADMINISTRATOR.

12.4 Immediately forward complaints to COUNTY that CONTRACTOR believes may have legal implications for CONTRACTOR or COUNTY, prior to responding to the complaint.

12.5 Provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as the CONTRACTOR's response to any complaints as described above within ten (10) business days of the complaint. CONTRACTOR shall provide a summary of all complaints, including Civil Rights
Complaints, and/or negative comments as prescribed and on a format approved by ADMINISTRATOR. Complaints include, but are not limited to, complaints from Clients, other County contracted service providers, community organizations, and the public.

13. **QUALITY ASSURANCE/QUALITY CONTROL**

13.1 Throughout the term of this Contract, the CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan will be effective on the Contract start date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

13.2 The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality per this Contract;

13.3 The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR’s policy;

13.4 The method for providing the ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of issues that arise, and corrective action taken to resolve identified problems;

13.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;

13.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; and

13.7 Method for continuing services in the event of a strike by the CONTRACTOR’s employees.

14. **PERFORMANCE MONITORING**

14.1 CONTRACTOR’s performance shall be monitored and reviewed by ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR’s
performance.

14.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR’s performance, including, but not limited to:

14.2.1 Inspection of CONTRACTOR’s case files and applicable data reports to ensure compliance with requirements of this Contract;

14.2.2 Random sampling of program activities including a review of case files each month;

14.2.3 Activity checklists and random observations;

14.2.4 Inspection of output items on a periodic basis as deemed necessary by ADMINISTRATOR;

14.2.5 COUNTY computer data system reports;

14.2.6 Client complaints and/or Client questionnaires; and

14.2.7 Service provider complaints or reports.

14.3 ADMINISTRATOR may require a corrective action plan when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall remedy the performance deficits within the time period specified in the corrective action plan.

14.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring this Contract, and with authorized State or Federal representatives who may audit program services.

14.5 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.

14.6 Upon completion of Assessment Services, CONTRACTOR shall provide the Client with a client satisfaction survey, on a format approved by the ADMINISTRATOR. CONTRACTOR shall provide ADMINISTRATOR with completed Client satisfaction surveys on a monthly basis.

15. ASSESSMENTS DISPUTES

In the event of a dispute between the Client and CONTRACTOR regarding the Assessment outcome, ADMINISTRATOR shall evaluate and make the final decision concerning the Assessment outcome.
16. **THIRD PARTY ASSESSMENTS**

For those Clients requesting third party Assessments, CONTRACTOR’s assessor shall be available to review Client Assessment reports with the COUNTY-contracted third party assessor, as necessary.
AGREEMENT

CONTRACT

BETWEEN

COUNTY OF ORANGE

AND

FOSTER ASSESSMENT CENTER & TESTING SERVICES, INC.

MANAGED CAREER SOLUTIONS, SPC

FOR THE PROVISION OF

WELFARE-TO-WORK ASSESSMENT SERVICES

This AGREEMENT, entered into this 1st day of July 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and FOSTER ASSESSMENT CENTER & TESTING SERVICES, INC., “FACTS,” MANAGED CAREER SOLUTIONS, a California social purpose corporation, qualified to transact interstate business in the State of California, hereinafter referred to as “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal, for Welfare-To-Work Assessment Services in 2019;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Assessment services; and Services;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, such services are authorized and provided for pursuant to the California Work Opportunities and Responsibility to Kids (CalWORKs) Act of 1997, hereinafter referred to as the “CalWORKs Act,” which provides that Assessment services Services be provided for Welfare-To-
Work (WTW) Clients (Welfare and Institutions Code Section 11320.1.(c)); and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:
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## ATTACHMENT A

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1. **TERM**

   The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. **ALTERATION OF TERMS**

   2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

   2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. **STATUS OF CONTRACTOR**

   3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

   3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. **DESCRIPTION OF SERVICES**
4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and Managed Career Solutions, for the Provision of Vocational Assessment Services, as described in Exhibit A to the Agreement, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.

4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY’s maximum funding obligation, as set forth in this Agreement, is not exceeded.

4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as “State”), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR.
Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.2.1.5.3 For federally funded Agreements Contracts in the amount of $25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Agreement Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Agreement Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s business prior to completion of this Agreement Contract, and COUNTY agrees to an assignment of the Agreement Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR’s duties and obligations contained in this Agreement Contract and complete them to the satisfaction of COUNTY.
7. **SUBCONTRACTS**

7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of $50,000 or less

7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order, subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services by CONTRACTOR when the cumulative total cost of the services to be provided by any organization is anticipated to be fifty thousand dollars ($50,000) or less during the term of this Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

7.1.2 Subcontracts in excess of $50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this Agreement. CONTRACTOR’s proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of
subcontractor’s performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR’s approval of CONTRACTOR’s proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars ($50,000) during the term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR’s written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars ($50,000) during the term of this Agreement.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR’s business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.
8.2 Change in Form of Business Organization
If, during the term of this Agreement, the form of CONTRACTOR’s business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY’s sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.3 Name Change
CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR’s status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY
9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent-free license agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR’s presentation of said document to CONTRACTOR. Failure to execute and abide by the license agreement will result in a breach of this Agreement.

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

10. NON-DISCRIMINATION
10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of
clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR’s compliance with Paragraph 10.10 et seq.

10.3 Non-Discrimination in Employment

10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

----------- California Department of Fair Employment
----------- 2218 Kausen Drive, Suite 100
----------- Elk Grove, CA  95758
Telephone:  (800) 884-1684
10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4.10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)

10.4.2.2 Discrimination Complaint Form
10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:
Orange County Social Services Agency
Program Integrity
Attn: Civil Rights Coordinator
P.O. Box 22001
Santa Ana, CA  92702-2001
Telephone: (714) 438-8877

State Civil Rights Contact:
California Department of Social Services
Civil Rights Bureau
P.O. Box 944243, M/S-15 8-16-70
Sacramento, CA  94244-2430
Telephone: (916) 654-2107
Toll Free: (866) 741-6241

Federal Civil Rights Contact:
Office for Civil Rights
U.S. Department of Health and Human Services
Office of Civil Rights
50 U.N. Plaza, Room 322
90 7th Street, Suite 4-100
San Francisco, CA  94102  94103
Customer Response Center: (800) 368-1019

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 [http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf](http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf) (Pub 470 - Your rights Under Adult Protective Services)


10.4.3.3 [http://ssa.ocgov.com/about/services/contact/complaints/comply](http://ssa.ocgov.com/about/services/contact/complaints/comply) - Social Services Agency (SSA) Contractor and Vendor
11. NOTICES

11.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: Foster Assessment Center & Testing Services,
Managed Career Solutions
516 Pennsfield Place,
3333 Wilshire Blvd, Suite #108
Thousand Oaks, CA 91360
Los Angeles, CA 90010

11.2 All notices shall be deemed effective when in writing and deposited when:

11.2.1 Deposited in the United States mail, first class, postage prepaid and addressed as shown in Subparagraph 11.1 above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized;

11.2.2 Sent by Email;

11.2.3 Faxed and transmission confirmed; or

11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or required by this Agreement addressed in any other fashion shall be deemed not given—expedited delivery service.

11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely
performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY’s Board of Supervisors acts as the governing Board (“COUNTY INDEMNITEES”) harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, current, provide Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars ($50,000) shall specifically be approved by the COUNTY’s Risk Manager, or designee, upon review of CONTRACTOR’s. COUNTY reserves the right to require current audited financial report. If CONTRACTOR’s SIR is approved, reports from CONTRACTOR, in addition to, and without limitation of, If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any other and all claims resulting or arising from CONTRACTOR’s services in accordance with the indemnity provision(s) stated in the Agreement, agrees to all of the following:

14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR’s, its agent’s, employee’s or subcontractor’s performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

14.3.2 CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR’s SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
14.5 Qualified Insurer

14.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

14.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

14.5.3 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence $2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles</td>
<td>$1,000,000 per occurrence combined single limit each accident</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability Insurance</td>
<td>$1,000,000 per accident or disease</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
<tr>
<td>Employer’s Professional Liability Insurance</td>
<td>$1,000,000 per claims-made or occurrence $1,000,000 aggregate</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Network Security &amp; Privacy Liability</td>
<td>$1,000,000 per claims-made</td>
</tr>
</tbody>
</table>
14.5 Professional Liability Insurance

14.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

14.6 Required Coverage Forms

14.6.1 Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

14.6.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

14.7 Required Endorsements

14.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

14.7.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.7.1.2 A primary non-contributing contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR’s insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing contributory.

14.7.2 The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
14.9.2 14.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

14.9.2.1 14.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees, and agents as Additional Insureds for its vicarious liability.

14.9.2.2 14.7.3.2 A primary and non-contributing contributory endorsement evidencing that the CONTRACTOR’s insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

1.1. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14.10 14.8 All insurance policies required by this Agreement Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, and agents when acting within the scope of their appointment or employment.

14.11 14.9 CONTRACTOR shall notify COUNTY in writing within provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days for prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract Contract, upon which the COUNTY may suspend or terminate this Agreement Contract.

14.10 If CONTRACTOR’s Professional Liability and Network Security & Privacy Liability policies are a “claims made” policies, CONTRACTOR shall agree to maintain Professional Liability, and/or Network Security & Privacy Liability coverage for two (2) years policy are a “Claims-Made” policy(ies), CONTRACTOR
shall agree to the following:

14.10.1 The retroactive date must be shown and must be before the date of this Agreement, the Contract or the beginning of the Contract services.

14.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.

14.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

14.11 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

14.12 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.

14.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified Contractor proponent.

14.14 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

14.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
COUNTY shall be entitled to all legal remedies.

14.16 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR’s litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

15.2 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.

15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

16. CONFLICT OF INTEREST

16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to
the CONTRACTOR, this obligation shall apply to, CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR’s efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

18. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

19. EQUIPMENT

19.1 All items purchased with funds provided under this Agreement, or which
are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars ($5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties’ interests as they appear.

19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR’s service or activity under the terms of this Agreement.
19.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

19.4 Use of COUNTY Computer Equipment

COUNTY intends to permit CONTRACTOR the use of computer equipment provided by ADMINISTRATOR. Said computer equipment shall be used solely by employees of CONTRACTOR while performing their assigned duties pursuant to this Agreement, and shall remain the property of COUNTY. CONTRACTOR shall ensure that each of its employees, volunteers, consultants, or agents that have access to COUNTY facilities and/or data contained in ADMINISTRATOR’s Computer Information System completes information security and computer usage training provided by ADMINISTRATOR, signs and adheres to the provisions in Attachment A to this Agreement and signs and adheres to any subsequent agreements required by federal or State laws or regulations. CONTRACTOR’s failure to have all CONTRACTOR employees that have access to COUNTY’s facilities and/or data execute the agreements and/or complete the training shall constitute a breach of this Agreement.

20. BREACH SANCTIONS

20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or
otherwise specified in this Agreement:\textit{Contract}:

20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

21. \textbf{PAYMENTS}

21.1 Maximum Contractual \textit{Funding} Obligation

The maximum \textit{funding} obligation of COUNTY under this Agreement:\textit{Contract} shall not exceed the amount of $1,797,000 \textit{be} $599,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

\begin{itemize}
  \item 21.1.1 $599,000 for July 1, 2020 through June 30, 2021;
  \item 21.1.2 $599,000 for July 1, 2021 through June 30, 2022; and
  \item 21.1.3 $599,000 for July 1, 2022 through June 30, 2023.
\end{itemize}

21.2 Allowable Costs and Usage

21.2.1 During the term of this Agreement:\textit{Contract}, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for each completed Assessment \textit{subject to any exclusions or limitations specified in Attachment A}:

\begin{center}
\begin{tabular}{ll}
Employment Readiness Assessment & $386,400 \\
Learning Disability Evaluation & $650,800
\end{tabular}
\end{center}

No guarantee is given by COUNTY to CONTRACTOR regarding usage of this Agreement:\textit{Contract}. CONTRACTOR agrees to supply the services at the unit price listed above, regardless of the number of referrals from COUNTY.

21.2.2 During the term of this Agreement:\textit{Contract}, COUNTY shall pay CONTRACTOR monthly in arrears, the following rate for outside
21.2.3 $1.35/per minute

21.2.4 CONTRACTOR shall follow the procedure described in Section 7.6.5 in Exhibit Subparagraph 7.6.5 in Attachment A to arrange outside translation.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY’s Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Agreement.

21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

21.3.4 Year-End and Final Claims

21.3.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1st through June 15th and June 16th through...
June 30th) for the month of June to accommodate COUNTY’s fiscal year-end close process, which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for the two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15th of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.

21.3.4.2 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year, 2024. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim for each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

21.3.4.3 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR Section 31 and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement, limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement.
**23. OUTSTANDING DEBT**

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR’s satisfaction, prior to entering into and during the term of this Agreement.

**24. FINAL REPORT**

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

**25. RECORDS, INSPECTIONS, AND AUDITS**

**25.1 Financial Records**

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of
ADMINISTRATOR.

25.2 Client Records

25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this contract.

25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

25.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

25.4 Inspections and Audits

25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY’s Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of
CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY’s designee, necessary to obtain CONTRACTOR’s books and records.

25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY’s liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR’s failure to perform under this Agreement.

25.5 Evaluation Studies

CONTRACTOR shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR’s services or provide information about CONTRACTOR’s project.

26. PERSONNEL DISCLOSURE

26.1 This Paragraph applies to all of CONTRACTOR’s personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 11 of Exhibit Attachment A, (hereinafter referred to as “Personnel”).

26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:

26.2.1 Names and dates of birth of all Personnel by title, whose direct services are
required to provide the programs described herein;

26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

26.2.3 The professional degree, if applicable, and experience required for each position; and

26.2.4 The language skill, if applicable, for all Personnel.

26.3 Where authorized by law, and in a manner consistent with California Government Code §Section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this AgreementContract.

26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this AgreementContract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan’s Law Sex Offender Registry (www.meganslaw.ca.gov).

26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this AgreementContract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. - Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this AgreementContract.

26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR’s Personnel providing services under this AgreementContract.

26.7 In the event a record is revealed through the processes described in above
Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR’s failure to comply with ADMINISTRATOR’s decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.

26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR’s Personnel performing work hereunder, and any proposed changes in CONTRACTOR’s Personnel.

26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated...
for cause from working on this Agreement Contract.

26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement Contract.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement Contract.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement Contract report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Agreement Contract to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements,
as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code
descriptions, as they now exist or as they may hereafter be amended.

29. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

   CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the
Safely Surrendered Baby Law, its implementation in Orange County, and where and how to
safely surrender a baby. The fact sheet is available on the Internet at
www.babysafe.ca.gov for printing purposes. The information shall be
posted in all reception areas where clients are served.

30. **CONFIDENTIALITY**

   30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC
Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other
provisions of law, and regulations promulgated thereunder relating to privacy and
confidentiality, as each may now exist or be hereafter amended.

   30.2 All records and information concerning any and all persons referred to
CONTRACTOR by COUNTY or COUNTY’s designee shall be considered and kept
confidential by CONTRACTOR and CONTRACTOR’s employees, agents,
subcontractors, and all other individuals performing services under this
Agreement. CONTRACTOR shall require all of its employees, agents,
subcontractors, and all other individuals performing services under this
Agreement to sign an agreement with CONTRACTOR before commencing
the provision of any such services, agreeing to maintain confidentiality pursuant to
State and federal law and the terms of this Agreement.

   30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
other individuals performing services under this Agreement of this provision
and that any person violating the provisions of said California state law may be guilty
of a crime.

   30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to
the confidentiality requirements of this Agreement.

31. **SECURITY**
31.1 Security Requirements

31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

31.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.

31.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

31.1.1.4 Firewall protection.

31.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.

31.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY’s prior written consent. CONTRACTOR further represents and warrants that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical
safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

31.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

31.2.1.1 Investigate to determine the nature and extent of the Security Breach.

31.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

31.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

31.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s),
CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

32. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Agreement, including those covered by copyright.

33. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

34. SERVICES DURING AN EMERGENCY AND/OR DISASTER

34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government’s capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time
limited adjustments may include, but are not limited to: providing services at
different location(s), assigning staff to work days or hours beyond typical work
schedules or that may exceed contracted Full Time Equivalents (FTEs), reassigning
staff to an assignment in which their experience or skill is needed, and prioritizing
services for staff as requested by COUNTY.

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
disaster under the same terms and conditions that apply during non-emergency/disaster conditions. However, referrals will only be scheduled to the point
of safe utilization as determined by local authorities. Compensation of services
provided during or after an emergency/disaster shall be calculated by the same unit
rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may
include, but are not limited to: Personal Protective Equipment or other supplies
necessary to conduct business during an emergency and/or disaster.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
and/or reproduction of COUNTY’s name, logos, or symbols for any purpose,
including commercial advertisement, promotional purposes, announcements,
displays, or press releases, without COUNTY’s prior written consent is expressly
prohibited.

35.2 CONTRACTOR may develop and publish information related to this
Agreement where all of the following conditions are satisfied:

35.2.1 ADMINISTRATOR provides its written approval of the content and
publication of the information at least thirty (30) days prior to
CONTRACTOR publishing the information, unless a different timeframe
for approval is agreed upon by the ADMINISTRATOR;

35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
a statement that the program, wholly or in part, is funded through County,
State, and Federal Government funds;
35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

35.2.3.1 Any commercial product or service; and

35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at http://www.ocgov.com/gov/ceo/cio/govpolicies/

36. REPORTS

36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR’s services, costs, or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

37. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

38. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,”
regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws
and regulations, CONTRACTOR assures that:

38.1 No facility to be utilized in the performance of the proposed grant has been listed on
the EPA List of Violating Facilities;

38.2 It will notify COUNTY prior to award of the receipt of any communication from the
Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be
utilized for the grant is under consideration to be listed on the EPA List of Violating
Facilities; and

38.3 It will notify COUNTY and EPA about any known violation of the above laws and
regulations.

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS

39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
provisions set down by the Office of Management and Budget (OMB) and published
in the Federal Register dated December 20, 1989, Volume 54, No. 243, pp. 52306-
52332. Section 1352, Title 31, U. S. Code. Under these laws and regulations, it is
mutually understood that any contract which utilizes federal monies in excess of
$100,000 must contain, and CONTRACTOR must certify compliance utilizing a
form provided by ADMINISTRATOR that cites the following text below in
Subparagraphs 1.1.1 - 39.1.1.4.

1.1.1—The definitions and prohibitions contained in the clause at Federal
Acquisition Regulation 52.203-12, Limitation on Payments to Influence
Certain Federal Transactions, included in this solicitation, are hereby
incorporated by reference in Subparagraph B of this certification.

39.1.1 The offeror, by signing its offer, hereby undertsined certifies to the best of
his or her knowledge and belief as of December 23, 1989, that:

39.1.1.1 No federal appropriated funds have been paid or will be paid, by or
on behalf of the undersigned, to any person for influencing or
attempting to influence an officer or employee of any agency, a
Member of Congress, an officer or employee of Congress, or an
employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

39.1.2 If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation Contract, grant, loan, or cooperative contract, the offeror undersigned shall complete and submit with its offer, OMB standard form—Standard Form-LLL, “Disclosure of Form to Report Lobbying Activities, to the Contracting Officer; and,” in accordance with its instructions.

39.1.3 He or she will include The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at any tier all tiers (including subcontracts, subgrants, and require that all recipients of subcontract awards in excess of $100,000 contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

39.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement transaction imposed by Section 1352, Title 31, U.S.C. U.S. Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, the required
certification shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

40. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

41. TERMINATION PROVISIONS

41.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR’s reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

41.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to
do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

41.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum funding obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.

41.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

43. SIGNATURE IN COUNTERPARTS

43.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.

43.2 CONTRACTOR represents and warrants that the person executing this
Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

WHEREFORE, the parties hereto have executed this Agreement in the State of California.

By: ____________________________  By: ____________________________
   ANDREA FOSTER                     CHAIRWOMAN
   CHIEF EXECUTIVE OFFICER           OF THE BOARD OF SUPERVISORS
   FOSTER ASSESSMENT CENTER          COUNTY OF ORANGE, CALIFORNIA
   &TESTING SERVICE, INC.

Dated: ____________________________  Dated: ____________________________

By: ____________________________
   KATIE FOSTER
   CHIEF OPERATING OFFICER
   FOSTER ASSESSMENT CENTER
   &TESTING SERVICE, INC.

Dated: ____________________________

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

______________________________
ROBIN STIELER
Clerk of the Board
Orange County, California
IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: MANAGED CAREER SOLUTIONS

Print Name | Title
---|---

Signature | Date

Print Name | Title
---|---

Signature | Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name | Deputy Purchasing Agent
---|---

Signature | Date

APPROVED AS TO FORM

COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: DEPUTY

Dated:
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**EXHIBIT**
ATTACHMENT A

TO

AGREEMENT

BETWEEN

COUNTY SCOPE OF ORANGE WORK

AND

FOSTER ASSESSMENT CENTER & TESTING SERVICES

FOR THE PROVISION OF

WELFARE-TO-WORK ASSESSMENT SERVICES

1. POPULATION TO BE SERVED

1.1 CalWORKs Welfare-to-Work (WTW) Clients who are referred to CONTRACTOR by WTW Staff for Assessment services. It is mutually understood that no minimum number of referrals is guaranteed, expressed or implied, under this Agreement.

1.2 CONTRACTOR agrees to provide Assessment services, as specified in this Exhibit A to this Agreement, to Clients who are referred to CONTRACTOR by ADMINISTRATOR.

2. HOURS OF OPERATION

2.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

2.2 CONTRACTOR’s holiday schedule shall not exceed COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule and
the hours listed in Subparagraph 2.1 of this Exhibit Attachment A. Any unauthorized closure shall be deemed a material breach of this Agreement Contract, pursuant to Paragraph 2020, and shall not be reimbursed.

2.3 CONTRACTOR shall offer expanded hours (such as Saturdays and evenings) by special request to facilitate Client attendance.

3. DEFINITIONS

3.1 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California Welfare and Institutions Code, Section 11200 et seq.

3.2 CalWORKs 2.0: An approach which focuses on helping people set and achieve their goals, which requires an environment with flexibility and a shift from a directive case management to a customer-led management focused on goals.

3.3 Welfare-To-Work (WTW): A mandated program under the CalWORKs Act, which requires non-exempt parents or caretakers in families on CalWORKs assistance to meet work requirements by participating in WTW Activities, with a goal of unsubsidized employment leading to self-sufficiency.

3.4 CalWORKs WTW Case Manager (CM): An employee of ADMINISTRATOR or COUNTY’s Case Management contractor who provides case management services to CalWORKs WTW Clients.

3.5 Job Services: Activities that provide the Client with training to learn job seeking skills, interviewing skills, understand employer expectations, and learn skills that enhance the Client’s move to self-sufficiency.

3.6 Barriers to Employment: Circumstances that interfere with WTW participation, employment, or Job Services.

3.7 Client(s): A recipient of CalWORKs financial assistance benefits who has voluntarily enrolled, or is required to participate, in the WTW program pursuant to State regulations.

3.8 Supportive Services: Payments provided to or on behalf of WTW Clients for
ancillary, child-care, and/or transportation expense costs.

3.9 **Assessment**: An evaluation of employability and the need for Support Services, which takes into consideration work history, employment knowledge, skills, abilities, education, local labor market conditions, physical limitations, and behavioral conditions.

3.10 **Welfare-To-Work (WTW) Activities**: A list of allowable WTW Activities to which the Client may be assigned in accordance with the State of California WIC, Section 11320 et seq., and the Orange County CalWORKs Plan.

3.11 **Welfare-To-Work (WTW) Plan**: A plan developed by the CM and the Client that specifies which activities the Client shall engage in, and the Supportive Services to be provided that support participation in the assigned activities.

3.12 **Welfare-To-Work (WTW) Staff**: ADMINISTRATOR’s staff and other contracted staff with the authority to refer Clients for services as defined by COUNTY policy.

4. **GOALS**

4.1 The primary goals of WTW Assessment Services are to:

4.1.1 Provide Assessment services that assess the Client’s employment potential by identifying strengths and barriers to employment;

4.1.2 Generate occupational and/or educational recommendations that can be used to develop an individualized employment plan; and

4.1.3 Foster family well-being by placing individuals in high paying and high demand jobs with appropriate support, where they will earn enough or consistently progress toward higher earnings to be considered self-sufficient and leave the program.

5. **OUTCOME OBJECTIVES**

CONTRACTOR shall meet the following outcomes annually:

5.1 For the period of July 1, 2020 through June 30, 2024.

5.1.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of referred Clients to confirm an initial Assessment within three (3) business days of referral receipt.
5.1.1.1 CONTRACTOR shall make a minimum of three (3) contact attempts to confirm an initial Assessment appointment via Client’s preferred method of communication (e.g. text, phone call, email) within five (5) business days when the initial contact is unsuccessful.

5.1.1.2 Contact attempts shall be made on three (3) varying days and times for one hundred percent (100%) of these Clients.

A minimum of eighty-five percent (85%) of completed Assessment reports will be submitted to SSA within three (3) business days of completion.

5.2 For the period of July 1, 2021 through June 30, 2023:

5.2.1 CONTRACTOR shall attempt to contact one hundred percent (100%) of referred Clients to confirm an initial Assessment within three (3) business days of referral receipt.

5.2.1.1 CONTRACTOR shall make a minimum of three (3) contact attempts to confirm an initial Assessment appointment via Client’s preferred method of communication (e.g. text, phone call, email) within five (5) business days when the initial contact is unsuccessful.

5.2.1.2 Contact attempts shall be made on three (3) varying days and times for one hundred percent (100%) of these Clients.

5.2.2 A minimum of ninety percent (90%) of completed Assessment reports will be submitted to SSA within three (3) business days of completion.

6. SERVICES TO BE PROVIDED

6.1 General Requirements:

CONTRACTOR shall:

6.1.1 Conduct Assessment Service activities with Clients. One-on-one activities with any Clients will be performed in an area that is visible to COUNTY staff or CONTRACTOR’s staff at all times. CONTRACTOR shall not engage in any unsupervised one-on-one activities with any Clients.

6.1.2 Conduct outreach designed to provide the best probability that the Client
attends and completes the Assessment as referred by WTW Staff.

Outreach efforts shall include, but not be limited to, text messaging, email, telephone calls, and US mail.

6.1.3 Utilize Assessment processes that are interactive and encourage client participation.

6.1.4 Ensure Assessments are sensitive to literacy, language, and socio-cultural factors that may impact the quality of the Assessment process.

6.1.5 Evaluate for behavioral health, physical disabilities, mental disabilities, and identify the presence of substance abuse, physical abuse, and domestic abuse. If the Assessment identifies behavioral health, physical, and mental disabilities, the presence of substance abuse, physical abuse, and/or domestic abuse, CONTRACTOR shall immediately notify WTW Staff and comply with the requirements of Paragraph 28 of this Agreement, if necessary.

6.1.6 Contact WTW Staff by telephone, the same day, if a Client fails to appear for a scheduled Assessment session.

6.1.7 Ensure a knowledgeable liaison is available on a daily basis, at no cost to COUNTY. The liaison shall communicate with WTW Staff to answer questions, provide additional information regarding specific cases, and respond to questions about Assessment reports, Learning Disability (LD) evaluations, and operational issues.

6.1.8 CONTRACTOR shall not charge COUNTY for Client no shows. Additionally, CONTRACTOR shall provide services at no additional charge to COUNTY for rescheduling, retesting, additional testing, or re-Assessments within twelve (12) months of the original Assessment.

6.1.9 Provide training to WTW Staff, as requested by, and at no cost to the County, on reading, evaluating, and interpreting Assessment reports.

6.1.10 Provide information and guidance to WTW Staff presenting and explaining the Assessment process to Clients.

6.1.11 Coordinate with WTW Staff making referrals for Assessment Services.

6.1.12 Conduct Assessment Services for Clients who have learning, mental, or
physical disabilities that require additional testing.

6.1.13 Utilize Assessment instruments capable of being administered in English, Spanish, Farsi, and Vietnamese. An appropriate variety of hands-on work samples and non-verbal testing should be provided to assess Clients whose primary language is other than English, Spanish, Farsi, or Vietnamese, as required by ADMINISTRATOR, at no additional cost to the County.

6.1.14 Use technology to administer Assessment instruments, as appropriate.

6.1.15 Utilize Assessment tools that include the use of multiple sources to obtain valid information (e.g., personal interviews, work simulation samples, on-site behavioral observations, and computer assisted inventories).

6.1.16 CONTRACTOR may utilize new testing materials throughout the Agreement Contract term by obtaining written approval from the County.

6.1.17 Maintain a file for each Client served under the terms of this Agreement Contract. The Client file shall include a copy of any written correspondence, pre-Assessment information, activities agreement, Assessment report, and any other documented communication with the Client and/or WTW Staff.

6.1.18 In the event of Client noncompliance with WTW program requirements, as determined by WTW Staff, make an assessor available to testify at Client’s WTW appeal hearings upon reasonable notice.

7. MEETINGS AND TRAININGS

7.1 CONTRACTOR may be required to attend quarterly meetings with the County, other County contracted service providers, educational groups, and occasionally conduct staff tour/site visits, as required by ADMINISTRATOR.

7.2 CONTRACTOR shall be expected to participate in meetings and training as required by ADMINISTRATOR.

7.3 Assessments:

CONTRACTOR shall conduct Assessments that include:

7.3.1 A one-on-one interview, which shall include the identification and/or verification of appropriate educational, training, and employment goals.
7.3.2 Client’s career interests, skills, abilities beyond basic academic achievement, experience, identification of an employment goal, employability, and readiness for job placement.

7.3.3 Client’s educational history and present educational competency level, including Assessment of academic abilities and cognitive functioning.

7.3.4 Client’s work history and an inventory of his or her vocational skills and aptitudes, knowledge and abilities, and identification of personal-social traits, needs, and aspirations for change.

7.3.5 Evaluation of Client’s problem-solving skills, how much supervision the Client requires, and whether the Client is physically able to do the job.

7.3.6 Client’s job-related values and attitudes.

7.3.7 An evaluation of the chances of employment given the current skills of the Client and local labor market condition, based on the County of Orange Occupational Outlook Report, or similar report. This information may be accessed via the following website: www.labormarketinfo.edd.ca.gov

7.3.8 Identification of three (3) occupational options or employment goals which are in local demand, the time it will take to achieve the goals, and an evaluation of the probability of achieving the goals given the Client’s current and potential skills and the local labor market.

7.3.9 The Client’s challenges, including the need for supportive services, in order to obtain the greatest benefit from the employment and training services offered under CalWORKs.

7.3.10 Identification of challenges to employment, including physical limitations or mental conditions, that limit the Client’s ability for employment or participation in WTW activities.

7.3.11 Identification of available resources to complete the WTW Plan.

7.3.12 Vision and color blindness tests, if necessary.

7.3.13 Identification of mental health/substance abuse and/or domestic abuse issues. If the existence of any of these issues becomes known to the assessor during the Assessment process by client disclosure or other
means, the assessor will include this information in the Assessment results provided to ADMINISTRATOR.

7.3.14 Resource materials and technical assistance provided to the Client for career exploration activities.

7.3.15 Comparison of current competencies and skill levels with training programs and/or job requirements and recommendations to appropriate basic education, short-term vocational training, or other WTW approved training programs.

7.3.16 Other relevant information gathered during the appraisal.

7.3.17 An exit conference conducted between the Client and the assessor. The conference shall include, but not be limited to: the likelihood of successful and continued participation in the WTW program, and an explanation on how education and/or training would assist the Client in their current situation. CONTRACTOR shall engage the Client by matching his or her goals and outlook for the future with recommendations that will lead to employment and self-sufficiency.

7.4 Learning Disability (LD) Assessments:

CONTRACTOR shall:

7.4.1 Include the formal identification of the specific nature of a learning disability and/or co-existing disorder that could extend beyond the testing and measurement of aptitudes, performance, and vocational interests associated with an Assessment.

7.4.2 Include documentation of an accommodation if needed, or if the Client presents significant or multiple impairments, a diagnosis will be included as part of the LD Assessment.

7.4.3 Be able to evaluate English and non-English speaking Clients with suspected learning disabilities.

7.4.4 Include a description of the learning disability, developmental disability, physical disability or limitation, appropriate employment opportunities, and any necessary accommodations.

7.5 LD Assessment instruments that evaluators may use include, but are not limited to,
the following areas:

7.5.1 Aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodstock-Johnson;

7.5.2 Achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), Nelson-Denny (reading); and

7.5.3 Vocational interest, as needed, to assist in the development of the welfare-to-work WTW plan.

7.6 Translation Services

7.6.1 Translation services will be provided to ADMINISTRATOR’s Clients that are non-English proficient. The referral for services will indicate the primary language of the Client.

7.6.2 CONTRACTOR shall utilize their own staff for translation services at no additional cost to COUNTY, prior to utilizing outside translation services.

7.6.3 CONTRACTOR shall provide in-house translation services for the following languages: English, Spanish, Vietnamese, and Farsi. CONTRACTOR shall interpret and translate, if requested, all communication between ADMINISTRATOR’s staff and Clients.

7.6.4 Outside translation services via telephone will be utilized for those Clients whose primary language is other than those listed in Subparagraph 7.6.3 or any other language in which the CONTRACTOR’s staff are not fluent. When the Client exhibits the need for outside translation services, the CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR to allow WTW Staff the opportunity to provide the translation services.

7.6.5 Should it be determined that it is necessary for outside translation services to be provided on-site and in person versus translation services via telephone, CONTRACTOR shall obtain prior written authorization from the referring regional office’s Social Services Supervisor II to provide on-site translation services. Outside translation services will be charged at the rate provided in Subparagraph 21.2.3 of the Contract.

7.6.6 CONTRACTOR and CONTRACTORS’ employees
8. **REPORTS**

8.1 CONTRACTOR shall:

8.1.1 Include items identified in Subparagraphs 7.3 through 7.5.3 and be developed in collaboration with ADMINISTRATOR staff for Assessment results.

8.1.2 Be submitted to CM, in a format approved by ADMINISTRATOR, within three (3) business days of completion of the Assessment.

8.1.3 Be written using clear, expressive language that can be easily understood by the CM.

8.1.4 Include a one (1) paragraph narrative regarding the assessor’s verbal and/or non-verbal interactions with the Client, any relevant information the Client shares, and specific needs for any of the Assessments. If the Client was required to return for an additional day, the assessor will document the Client’s commitment and willingness to return to finalize the Assessment.

8.1.5 Identify the Client’s employment goals in the most appropriate occupations using transferable skills. If the Client has experience or training in a field that the CONTRACTOR determines does not translate into an employment goal, an explanation will be included in the report. CONTRACTOR shall provide multiple job recommendations in the report.

8.1.6 Identify the Client’s prior training, experience, skills, vocational interests and goals, academic and vocational strengths and weaknesses, and three (3) occupational options that meet the needs of the individual and have the potential to lead to self-sufficiency.

8.1.7 Include concrete steps CM can share with the Client. For each of the occupational options, the Assessment report will include the probable wage range, pre-requisites for employment, and probability of completing (interpreters/translators) shall be able to communicate fluently and effectively in both English and the language of which interpretation/translation services are being provided.
the employment goal.

8.1.8 Recommend an employment plan that specifies the necessary short-term vocational training and/or education, work experience, and/or community service that will be needed to obtain the employment goals, and a timeline that identifies when the various phases of the employment plan should be completed with specific next steps outlined. Where training is recommended, the assessor will suggest the most expeditious training program available, in which the assessor has no conflict of interest.

8.1.9 Incomplete Assessment reports, as determined by WTW Staff, will be returned to CONTRACTOR for completion of the report and/or the Assessment at no additional cost to COUNTY. In the event of a dispute between WTW Staff and CONTRACTOR regarding the completion of the Assessment report, ADMINISTRATOR will evaluate and make the final decision.

8.2 Monthly Administrative Reports

CONTRACTOR shall submit a report to ADMINISTRATOR, in a format approved by the ADMINISTRATOR, by the fifteenth (15th) of each month for the preceding month of services which will include, but not be limited to, the following:

8.2.1 Client’s name;
8.2.2 Case Number;
8.2.3 Date Assessment was completed;
8.2.4 Date the written Assessment report was submitted to WTW Staff;
8.2.5 Name of assessor;
8.2.6 Type of Assessment services

8.2.7 Number of referrals;
8.2.8 Recommendations;
8.2.9 Number of LD/developmentally disabled Clients identified;
8.2.10 Number of no shows; and
8.2.11 Number of Clients that did not complete the Assessment as referred by WTW Staff.
9. CASE RECORDS

9.1 CONTRACTOR shall maintain current and complete records for each Client referred and served under this Agreement as described in Subparagraph 6.1.17.1.17 of this Exhibit A.

9.2 At ADMINISTRATOR’s discretion, CONTRACTOR shall use ADMINISTRATOR’s Internet based computer information system to view Client data. ADMINISTRATOR will provide sufficient training to CONTRACTOR regarding use of electronic case records on ADMINISTRATOR’s Internet based computer information system. CONTRACTOR shall be responsible to provide all the necessary equipment for its staff to access ADMINISTRATOR’s Internet based computer information system. CONTRACTOR shall inform ADMINISTRATOR of any employment terminations or new hires so that ADMINISTRATOR’s Information Technology Services may take appropriate action regarding user names and passwords within two (2) business days of staff status changes.

10. FACILITIES

CONTRACTOR shall be expected to perform Assessment Services at COUNTY and/or other existing office locations on an as needed schedule, as specified by ADMINISTRATOR.

Anaheim Regional Center
3320 E. La Palma Ave
Anaheim, CA 92806

Laguna Hills Regional Center
CalWORKs South Region
23340 Moulton Parkway
Laguna Hills, CA 92653

Cypress Regional Center
CalWORKs West Region
6100 Chip Avenue
Cypress, CA 90630
Santa Ana Regional Center
CalWORKs East Region
1928 Grand Avenue
Santa Ana, CA 92705

10.1 Only CalWORKs WTW Clients referred by WTW Staff shall be provided services at the above locations.

10.2 Services may be provided on an as needed basis, as determined by COUNTY, at the following location:

Foster Assessment Center & Testing Services
50 S. Anaheim Blvd, Suite #251
Anaheim Managed Career Solutions
7077 Orangewood Avenue First Floor
Garden Grove, CA 92805

10.2.1 CONTRACTOR shall provide parking spaces for Clients’ free of charge and exclusive use. In addition to these parking spaces, CONTRACTOR shall also provide parking for disabled persons in accordance with the ADA, and any other rules or statutes relating to parking for disabled persons.

10.2.2 CONTRACTOR shall maintain any facilities in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended. CONTRACTOR shall provide all repair, maintenance, and janitorial services to all premises on a five-day-per-week basis, subject to the satisfaction of the ADMINISTRATOR. If the CONTRACTOR fails to provide satisfactory repair, maintenance, and janitorial services to the premises, the ADMINISTRATOR may notify CONTRACTOR in writing. Failure to comply may result in breach of contract.

10.2.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY’s maximum obligation.

11. STAFF
11.1 Staff conducting Assessments shall make recommendations consistent with the CalWORKs Program Objectives, the local labor market outlook, and available educational and vocational training resources. CONTRACTOR’s staff shall have no conflict of interest in the recommendations made.

11.2 Assessments shall be conducted by persons qualified by education and/or experience, preferably with a master’s degree in an employment counseling related field, to provide career counseling and guidance, vocational Assessment, or career planning. The minimum qualifications for the position are as follows:

11.2.1 Bachelor’s degree from an accredited college, including completion of at least fifteen (15) semester units in career counseling preparation, of which at least three (3) units must be in the areas of career planning, guidance principles and techniques, personality development, occupational and industrial information, tests and measurements, or other courses relating to career counseling preparation, or

11.2.2 Two (2) years of career counseling experience, including at least fifty percent (50%) vocational counseling in a variety of occupational fields, and fifteen (15) semester units as specified above.

11.3 LD Assessments shall be conducted by a person(s) qualified by education and experience to administer and score the testing instruments and adequately evaluate for the presence of a learning disability or developmental delay/disability. The minimum qualifications for the position are as follows:

11.3.1 Master’s Degree; and

11.3.2 Three (3) years of experience administrating and evaluating LD evaluations.

11.4 A Learning Disability diagnosis shall be performed by an individual(s) qualified by education and experience to provide a diagnosis when formal documentation of an accommodation is needed, or the Client presents significant or multiple impairments. The minimum qualifications for the position are as follows:

11.4.1 Licensed Clinical Social Worker(s) or Licensed Marriage and Family Therapist(s) who is qualified to provide verification of a learning disability
exemption to the extent that they are licensed by the State of California
and are specialized in diagnosing and treating learning disabilities.

11.4.2 Individuals conducting Assessments shall make recommendations
consistent with the CalWORKs Program objectives, the local labor market
outlook, and available educational and vocational training resources.

12. **HANDLING COMPLAINTS**

CONTRACTOR shall:

12.1 Have a written grievance and complaint process in place and make each Client
aware of the availability of the form during the orientation process.

12.2 Develop, operate, and maintain procedures for receiving, investigating and
responding to provider and Client complaints, including Civil Rights complaints,
requests for County reviews, negative comments and other complaints relating to
services provided under this Agreement.

12.3 Maintain a log for identification and response to Client’s complaints. When
complaints cannot be resolved informally, a system of follow-through shall be
instituted which adheres to formal plans for specific actions and strict time
deadlines. Responses to complaints should occur within two (2) business days,
unless otherwise authorized by the ADMINISTRATOR.

12.4 **Immediately** forward complaints to COUNTY that CONTRACTOR
believes may have legal implications for CONTRACTOR or COUNTY, prior to
responding to the complaint.

12.5 Provide to ADMINISTRATOR, in a form approved by ADMINISTRATOR,
information pertaining to complaints, as well as the CONTRACTOR’s response to
any complaints as described above within ten (10) business days of the complaint.
CONTRACTOR shall provide a summary of all complaints, including Civil Rights
Complaints, and/or negative comments as prescribed and on a format approved by
ADMINISTRATOR. Complaints include, but are not limited to, complaints from
Clients, other County contracted service providers, community organizations, and
the public.

13. **QUALITY ASSURANCE/QUALITY CONTROL**
13.1 Throughout the term of this Agreement, the CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan, on a format approved by ADMINISTRATOR, to monitor the level of program service and quality. The Quality Control Plan will be effective on the Agreement start date and will be updated and resubmitted for ADMINISTRATOR approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

13.2 The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality per this Agreement;

13.3 The method of identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR’s policy;

13.4 The method for providing the ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of issues that arise, and corrective action taken to resolve identified problems;

13.5 Items/areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspections;

13.6 Specific methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable; and

13.7 Method for continuing services in the event of a strike by the CONTRACTOR’s employees.

14. PERFORMANCE MONITORING

14.1 CONTRACTOR’s performance shall be monitored and reviewed by ADMINISTRATOR as part of an on-going evaluation of CONTRACTOR’s performance.

14.2 ADMINISTRATOR may use a variety of inspection methods to evaluate CONTRACTOR’s performance, including, but not limited to:

14.2.1 Inspection of CONTRACTOR’s case files and applicable data reports to ensure compliance with requirements of this Agreement;
14.2.2 Random sampling of program activities including a review of case files each month;

14.2.3 Activity checklists and random observations;

14.2.4 Inspection of output items on a periodic basis as deemed necessary by ADMINISTRATOR;

14.2.5 COUNTY computer data system reports;

14.2.6 Client complaints and/or Client questionnaires; and

14.2.7 Service provider complaints or reports.

14.3 ADMINISTRATOR may require a corrective action plan when it is determined that services are performed unsatisfactorily during the review period. CONTRACTOR shall remedy the performance deficits within the time period specified in the corrective action plan.

14.4 CONTRACTOR shall cooperate with ADMINISTRATOR in providing the information necessary for monitoring this Agreement, and with authorized State or Federal representatives who may audit program services.

14.5 Performance evaluation meetings will be conducted by ADMINISTRATOR as necessary.

14.6 Upon completion of Assessment Services, CONTRACTOR shall provide the Client with a client satisfaction survey, on a format approved by the ADMINISTRATOR. CONTRACTOR shall provide ADMINISTRATOR with completed Client satisfaction surveys on a monthly basis.

15. **ASSESSMENTS DISPUTES**

   In the event of a dispute between the Client and CONTRACTOR regarding the Assessment outcome, ADMINISTRATOR shall evaluate and make the final decision concerning the Assessment outcome.

16. **THIRD PARTY ASSESSMENTS**

   For those Clients requesting third party Assessments, CONTRACTOR’s assessor shall be available to review Client Assessment reports with the COUNTY-contracted third party assessor, as necessary.
Contract Summary Form

Vocational Assessment Services

OC Expediter Requisition #: 1614061

Managed Career Solutions, SPC

SUMMARY OF SIGNIFICANT CHANGES


SUBCONTRACTORS

This contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the provider/contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past, subcontractor(s) have not been used for this contract.

CONTRACT OPERATING EXPENSES

This is a fee-for-service contract with a maximum obligation of $599,000.
Memorandum

Date: June 21, 2023
To: Robin Stieler, Clerk of the Board
From: Katrina Foley, Fifth District Supervisor
Re: Supplemental Item for the June 27, 2023 Meeting of the Board of Supervisors

Please add a supplemental item to the June 27, 2023 meeting of the Orange County Board of Supervisors to add two policy statements to the 2023-24 County of Orange Legislative Platform under the Infrastructure and Environmental Resources section, Page 35, as follows.

ISSUE: Natural Disaster Resiliency

DEPARTMENT: County Executive Office, OC Public Works, OC Community Resources

STATE/FEDERAL: State/Federal

SUMMARY/ACTION ITEMS

"Support legislation, funding, and other measures that improve the fire resiliency of public and private infrastructure in the wildland-urban interface and provide economic relief, including consistent and sustainable secondary insurance, to communities impacted by the direct and indirect impact of wildfires."

"Oppose measures that would impact the County’s ability to meet affordable housing and development needs or that would have adverse economic effects for homeowners and the business community impacted by natural disasters."

REASON FOR SUPPLEMENTAL

In the last 6 months, insurance carriers such as State Farm and Allstate announced they would pause offering new homeowner and commercial insurance policies in California because of increased wildfires, regardless of mitigation risks.

For example, in Rancho Mission Viejo’s Rienda Phase 1, secondary insurance coverage for Oasis (owner occupied) increased from $253/month - $1193/month, leading Lennar to temporarily suspend sales for units as low at $500,000 in April of 2023. Rates are also drastically increasing or being canceled for HOA facilities and retail/office facilities.

Recent indications from Sacramento indicate that legislation could be pursued this year. Adding these measures to the Legislative Platform will allow County staff to engage in legislation related to this issue area and provide recommendations to the Board of Supervisors in a timely manner.

This item was prepared in consultation with CEO-Legislative Affairs and the County’s state lobbyist.
June 21, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 27, 2023, Board Hearing.

Agency: County Executive Office
Subject: Approve 2023-2026 Memoranda of Understanding with Orange County Employees Association
Districts: All Districts

Reason Item is Supplemental: The County Executive Office is requesting this supplemental item because the parties are in the process of finalizing the language of the successor Memorandum of Understanding. A tentative agreement was executed by the parties on June 14, 2023.

Justification: This item needs to be on the supplemental agenda on June 27, 2023, to avoid an unfair labor practice charge. This Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Concur: Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
    County Executive Office
    County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 06/27/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: County Executive Office
DEPARTMENT HEAD REVIEW: Department Head Signature
DEPARTMENT CONTACT PERSON(S): Colette Farnes (714) 834-2836
                                    Jamie Newton (714) 834-2247

SUBJECT: Approve 2023-2026 Memoranda of Understanding with Orange County Employees Association

CEO CONCUR

COUNTY COUNSEL REVIEW
Approve as to form

CLERK OF THE BOARD
Discussion

3 Votes Board Majority

Budgeted: N/A
Current Year Cost: See Financial Impact section

Staffing Impact: No
# of Positions: N/A

Current Fiscal Year Revenue: N/A
Funding Source: See Financial Impact Section

Levine Act Review Completed: N/A
Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve and adopt the attached 2023-2026 Memoranda of Understanding between the County of Orange and the Orange County Employees Association for the period of June 30, 2023, through June 25, 2026.

2. Authorize the County Executive Officer or designee to execute the attached 2023-2026 Memoranda of Understanding between the County of Orange and the Orange County Employees Association for the period of June 30, 2023, through June 25, 2026.

SUMMARY:
Approval and adoption of the 2023-2026 Memoranda of Understanding between the County of Orange and the Orange County Employees Association for the Community Services, County General, Healthcare...
Professional, Office Services, Sheriffs Special Officer and Supervisory Management Units will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

The Orange County Employees Association (OCEA) represents approximately 11,264 positions in 541 different classifications within the County of Orange. These positions are spread among six different bargaining units represented by OCEA: Community Services, County General, Healthcare Professional, Office Services, Sheriff's Special Officer, and Supervisory Management.

On March 15, 2023, representatives from the County and OCEA commenced the meet and confer process to negotiate a successor labor agreement to the 2019-2023 Memoranda of Understanding (MOU). Over the next three months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on June 14, 2023. In anticipation that by June 26, 2023, the membership of the Orange County Employees Association will have ratified the tentative agreement, Human Resource Services requests your Honorable Board’s approval and adoption of the 2023-2026 Memoranda of Understanding.

This agreement reflects the Board’s desire to maintain a competitive standing among comparable Southern California counties and cities for recruitment and retention purposes.

A summary of the significant deal points in the 2023-2026 MOU include:

**Term**

Three-year term from June 30, 2023, through June 25, 2026.

**Wages**

- Effective the first day of the first full pay period following Board adoption (effective June 30, 2023), the salary schedules will be increased by 4.75 percent.
- Effective June 28, 2024, the salary schedules will be increased by 4.25 percent.
- Effective June 27, 2025, the salary schedules will be increased by 4.00 percent.

**Premium Pay**

- Effective the first day of the first full pay period following Board adoption, Sheriffs Special Officers assigned to the Quartermaster who possess a Class A or B driver's license will receive a seventy-five dollar ($75.00) monthly premium.
- Jail Salary Supplement pay will increase from seventeen cents ($0.17) per hour to seventy-five cents ($0.75) per hour or from seventy-five cents ($0.75) per hour to one dollar and fifty-cents ($1.50), respectively for designated positions.
- Designated healthcare employees assigned to work in the Crisis Stabilization Unit (CSU) or Crisis Assessment Team (CAT) will receive a premium pay of one dollar and fifty-cents $1.50 for all hours worked.
- Designated Senior Social Workers and Senior Social Services Supervisors assigned to Emergency Response or Foster Care Investigations will receive Emergency Response Assignment Pay of one dollar and fifty-cents ($1.50) for all hours worked.
• Designated Senior Social Workers who provide field instruction to Master of Social Work interns will receive two dollars ($2.00) per hour for all hours performing training duties.
• Designated employees in the classification of Senior Social Worker, Clinical Psychologist II, Behavioral Health Clinician II, Senior Social Services Supervisor or HCA Service Chief I and II, whose license is used provide clinical supervision will receive two dollars ($2.00) per hour for all hours providing clinical supervision.

**Merit Increases**
Effective the first day of the first full pay period following Board adoption, the following provision shall be removed, “Effective June 1, 2015, a performance rating of “Meets Performance Objectives” shall earn a one (1) step increase.” Therefore, a rating of “Meets Performance Objectives” shall earn a two (2) step increase.

**Supervisory Salary Differential**
Effective as soon as practicable following Board adoption, employees assigned to perform supervisory responsibilities shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range for the supervising employee’s classification.

**Boots**
Effective the first day of the first full pay period following Board adoption, the parties agreed to increase the authorized amount for provision of safety work boots from a maximum of $150.00 to a maximum of $300.00 per fiscal year for employees in eligible classifications and positions. The Department Head has the discretion to determine the mechanism for payment and reimbursement.

**Miscellaneous**
The proposed MOU includes all negotiated financial and language changes indicated as red-line changes. Non-financial changes include:

• language updates to leave of absence provisions to bring current with legal requirements and existing practices,
• agreement to extend probationary periods for employees on paid administrative leave,
• allowing use of healthcare leave for Covid-related reasons,
• allowing use of bereavement leave up to 12 months after the loss in certain circumstances,
• allowing donations of up to 24 hours of healthcare leave per fiscal year to employees using the Catastrophic Leave program,
• establish a working group to discuss recruitment and retention issues with Senior Social Workers, confirming that all costs of arbitration are shared between the County and OCEA,
• allowing union stewards to use their own accrued leave balances to attend monthly meetings,
• observe Native American Day in lieu of Columbus Day to align observed holidays with the Orange County Superior Court for operational efficiencies,
• and establish working groups to address necessary administrative language clean up.

**FINANCIAL IMPACT:**
The estimated total cost incurred over the term of the MOU is $314.9M, $164.4M of which is Net County Cost (NCC). $58.0M ($30.3M NCC) will occur in FY 2023-24; $105.4M ($55.0M NCC) will occur in FY 2024-25; $151.5M ($79.1M NCC) will occur in FY 2025-26.
STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – 2023-2026 OCEA Community Services Unit MOU
Attachment B – 2023-2026 OCEA Community Services Unit MOU (red line version)
Attachment C – 2023-2026 OCEA County General Unit MOU
Attachment D – 2023-2026 OCEA County General Unit MOU (red line version)
Attachment E – 2023-2026 OCEA Healthcare Professional Unit MOU
Attachment F – 2023-2026 OCEA Healthcare Professional Unit MOU (red line version)
Attachment G – 2023-2026 OCEA Office Services Unit MOU
Attachment H – 2023-2026 OCEA Office Services Unit MOU (red line version)
Attachment I – 2023-2026 OCEA Sheriff’s Special Officer Unit MOU
Attachment J – 2023-2026 OCEA Sheriff’s Special Officer Unit MOU (red line version)
Attachment K – 2023-2026 OCEA Supervisory Management Unit MOU
Attachment L – 2023-2026 OCEA Supervisory Management Unit MOU (red line version)
Attachment M – June 14, 2023, Signed Deal Points (Tentative Agreement)
MEMORANDUM OF UNDERSTANDING

COMMUNITY SERVICES UNIT

2023 – 2026

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COMMUNITY SERVICES UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Community Services Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

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

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

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

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

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

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

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

EMERGENCY 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.

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

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

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

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.
PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.
Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

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

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

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

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   
a. four (4) ten (10) hour workdays per week;
   
b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   
c. flex time.

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

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each department.

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

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

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

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

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

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

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

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

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1-1/2) times the regular rate.

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

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

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

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

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

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

Section 3. Rest Periods and Cleanup Time

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

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

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

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

4. A Mental Health Specialist who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy-five ($1.75) cents per hour for each hours actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked
as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

5. A Mental Health Specialist who works an assigned late night shift where the majority of the hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five ($2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

B. On-Call Pay

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

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) 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 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.

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

D. Case Call Pay

When a Deputy Public Guardian receives a case call at home, the employee shall be paid at time and one-half (1 1/2) the regular rate with a one (1) hour minimum for each case.

E. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.

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

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

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

2. Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive in addition to their regular pay, the following amounts:

   a. Employees in the following classes shall receive an additional ninety (90) cents per hour (approximately one hundred and fifty-six (156) dollars per month) for all hours actually paid:

      Community Program Specialist
      Deputy Public Administrator/Public Guardian I
      Deputy Public Administrator/Public Guardian II
      Mental Health Specialist
      Mental Health Worker I
      Mental Health Worker II
      Mental Health Worker III
      Senior Deputy Public Administrator/Public
b. Employees in the following classes shall receive an additional one dollar and fifteen cents (1.15) per hour (approximately one hundred and ninety-nine dollars (199) per month) for all hours actually paid:

Senior Social Worker
Social Worker Assistant
Social Worker I
Social Worker II

3. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

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

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

a. department need;

b. availability of a qualified replacement; and

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

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

F. Jail Assignment Pay

1. Employees in the following classes who are permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services, Headquarters Records, Warrant Bureau), Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventy-five (75) cents per hour for all paid hours until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid:
2. This salary supplement shall not apply to workers’ compensation
supplement pay, or be used as a base rate for overtime, other premium
pay, etc., unless otherwise required by law.

G. Licensure Differential Pay
Employees in pay status and assigned on a regular full-time basis in the
classification of Mental Health Specialist, who are permanently assigned to
an adult correctional facilities, ETS, or Westminster TRC, shall receive, in
addition to their biweekly salary, the equivalent of one hundred ninety five
dollars (195) per month (approximately ninety dollars (90) biweekly).

H. Training Pay
Employees in the classification of Senior Social Worker, who are designated
by the Department to provide approved field instruction to Master of Social
Work (MSW) Interns shall be paid two (2) dollars per hour for all hours
assigned to perform training functions that the department deems eligible for
such training pay.

I. Clinical or Mental Health Supervision Pay
Employees in the classification of Senior Social Worker, whose license is
used to authorize the performance of duties and who are designated by the
department to provide supervised clinical hours for those classifications that
are obtaining clinical hours, shall be paid an additional two dollars ($2.00)
for all hours such licensure is required.

J. Special Assignment Pay
Any full-time, regular, limited term or probationary employee in the following
classifications permanently assigned to the Crisis Stabilization Unit (CSU),
Crisis Assessment Team (CAT), which includes the Psychiatric Emergency
Response Team (PERT), shall be paid an additional one dollar and fifty cents
($1.50) per hour for all hours worked:

Mental Health Specialist
Mental Health Worker

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

K. Emergency Response Assignment Pay – Senior Social Workers
1. Eligibility: Senior Social Workers must meet each of the following
criteria to be eligible for Emergency Response Assignment Pay:
   a. Employee is assigned to an Emergency Response or Foster Care
      Investigations.
b. Employee must have successfully completed all new social worker training and be on active rotation.

c. Employee is an active pay status. Employees in a transitional work assignment are not eligible for Emergency Response Assignment pay.

a. Compensation:
   Eligible Senior Social Workers shall be paid, in addition to their regular salary, the equivalent of one dollar and fifty cents ($1.50) per hour for all hours worked.

b. In the event an eligible employee is not in active status for a portion of a pay period, Emergency Response Assignment Pay shall be based on a ratio of hours actually worked to hours in a pay period (eighty [80] hours).

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

Special Assignment Pay Workgroup for Senior Social Workers
The parties agree to create a working group to address recruitment and retention strategies for Senior Social Workers.
ARTICLE II       PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

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

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

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

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

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

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

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

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.
Section 3.  Merit Increase Within Range

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

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

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

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

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

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

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

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

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

Section 4. Salary on Promotion

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

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

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

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

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

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

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

Section 6. Salary on Reduction

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

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

### Section 7. Salary on Reclassification

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

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

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

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

### Section 8. 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 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

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

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

Section 10. Additional Compensation

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

Section 11. Paycheck Deposit

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

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

Section 12. Classification and Compensation Studies

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

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

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

   b. A new or reemployed employee in a regular or limited-term position in a class other than a law enforcement, professional or technical class shall be placed on a new probation period for twenty-six (26) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2.  Part-Time Employee

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

   b. A new or reemployed part-time employee in a regular or limited-term position in a class other than a law enforcement, professional or technical class, shall be placed on a new probation period for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B.  Promotional Probation

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

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

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

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

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

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

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

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

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

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

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

D. General Provisions

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

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

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

E. Extension of Probation Periods

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.
When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

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

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

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

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

Section 2. Performance Evaluation

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

B. For case-carrying employees, workload shall be considered when evaluating the quality of work performed.

C. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
D. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

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

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

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

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

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

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

Section 4. Status of Limited-Term Employees

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

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

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

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

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

Section 5. Temporary Promotion

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

B. An department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

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

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

Section 6. Reemployment of Employees on Disability Retirement

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

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

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

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

Section 7. Reemployment of Regular Employee

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

Section 8. Time-Off for Selection Procedures

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

Section 9. On-Duty Meals

A. The County shall provide meals to personnel employed in residential care institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

B. The County shall provide reasonable reimbursement for meals for employees in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives
Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

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

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

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

Section 11. Weaponless Defense Training

The department will request the Sheriff-Coroner Department to schedule classes in Weaponless Defense Training. Such training will be made available to all employees in the Community Services Unit with first priority to employees in field assignments.

Section 12. Training

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

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

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

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

B. Permitted Uses of Healthcare Leave

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

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, preventative care, or absences related to Family Leave as defined in Section 15 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

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

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

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

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

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

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

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

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

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

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

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

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

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

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

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   
a. Absence caused by illness or injury to a member of the employee's family except as provided in B. above.

   b. Absences which occur on a County holiday.

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

D. General Provisions

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

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

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

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
</tbody>
</table>
15 but less than 20 75%
20 or more 100%

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

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

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

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.
Section 2. Authorized Leave

A. Discretionary Leave of Absence

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

2. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

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

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

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

   b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

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

   d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

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

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

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

B. **Non-Discretionary Leave of Absence**

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.
2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. **Family and Medical Leave Act**

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

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

   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

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

4. **California Family Rights Act**

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

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

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

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

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

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

6. Parenthood Leave

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

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).
c. To qualify for Parenthood Leave, employees must meet the following conditions:

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

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

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

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

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

7. **Military Leave**

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

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

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

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

8. Verification

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

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

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

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

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

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

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).
b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

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

C. Other Leaves of Absence

1. Leave for School and Child Care Activities

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

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

2. Bereavement Leave

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

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

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

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

Section 3. **Jury Duty Leave**

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

Section 4. **Witness Leave**

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

Section 5. **Leave for OCEA Business**

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.
B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

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

1. OCEA shall make a request to the employee's Department Head at least ten (10) days in advance.
2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.
3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

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

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

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;
2. a statement of the reasons for considering the employee to have automatically resigned;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;
6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

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

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

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

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

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

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

Section 7. OCEA Presidential Leave

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

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

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

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

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.
5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

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

7. The employee “meets” or “exceeds” performance objectives.

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

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

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

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

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

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

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

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

Section 8. **Catastrophic Leave**

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

Section 9. **Leave for Attendance at Professional Conferences**
A. Employees in this unit may request three (3) working days leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance on the Department Request to Attend a Conference form.

2. The conference is job related.

3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the Department Director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.).

6. The employee's workload is current and his or her performance “meets” or “exceeds” performance objectives.

B. Attendance at conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than three (3) days leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the department.

E. Attendance at conferences outside of the United States will require approval of a department head.
ARTICLE V VACATION

Section 1. Vacation Accrual

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

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

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

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours), shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

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

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

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

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

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

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

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

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

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

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

L. 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.

M. During each fiscal year, an employee may request to be paid for accrued
vacation in either two (2) separate increments of up to twenty (20) hours each
or one (1) increment of up to forty (40) hours of accrued vacation. Such
payment shall be made upon request unless the department determines it is
not economically or operationally feasible. In such case, payment shall be
made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

N. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

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

After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours of accrued vacation. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

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

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

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

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977 and before June 21, 2019.

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

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

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

Section 2.    Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

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

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

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

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

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

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

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

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

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

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

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

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

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

Section 4. General Provisions

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

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

Section 5. Annual Leave Payoff Provisions

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

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

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

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

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

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits.
specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive prorated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

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

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1.  Holidays Observed

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

2023:

Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Veterans Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2024

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 27
Independence Day, July 4
Labor Day, September 2
Native American Day, September 27
Veterans Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 29
Christmas Day, December 25

2025

New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 20
Lincoln’s Birthday, February 12
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 1
Native American Day, September 26
Veterans Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25

2026

New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 19
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 25
B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday, other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of their normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both the holiday and the following Monday.

D. When a holiday other than Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of their normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both the holiday and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay

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

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

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

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

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

Section 3. Holiday Pay
A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

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

C. **Compensation for Holidays Falling on Scheduled Days Off**

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

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

D. **Compensation for Work on Holidays**

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

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

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

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

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.
G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

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

Section 1.  Mileage Reimbursement

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

1.  Through December 31, 1994, the reimbursement rate shall be thirty-nine (39) cents per mile.

2.  Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3.  Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4.  Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

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

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

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

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

2.  unless the employee claims the ten (10) dollar minimum and the Department certifies that the employee was required to use a privately-owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

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

Section 3. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. **Boots**

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

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

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

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

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

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

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).
B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

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

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

Section 2. Emergency Suspensions of Five Days or Less

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Suspension

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

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

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

Section 5. Reduction

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

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

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

Section 6. Discharge and Right of Appeal

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

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

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

Section 7. Polygraph Examination

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

Section 8. Investigatory Meetings

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

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
2. A statement of the employee's right to representation.

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

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. **Scope of Grievances**

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

B. Specifically excluded from the scope of grievances are:

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

2. matters which have other means of appeal;

3. position classification;

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

Section 2. **Basic Rules**

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

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

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

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

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

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

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

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

Section 3. Submission of Grievances

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

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

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

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify Department Heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

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

Section 5. Time Off for Processing Grievances/Appeals

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

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

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

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

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

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
   
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head, or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

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

   a. an interpretation or an application of this Memorandum of Understanding;
   
   b. a performance evaluation rating of “does not meet performance objectives”;
   
   c. deferral or denial of a merit increase, or a dispute about the number of steps granted;
d. a written reprimand;

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

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

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

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

1. Submission Procedure
   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.
   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.
   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.
   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?
   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies
   a. Findings of Facts
      An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:
   
   b. Remedies - All Disciplinary Actions (Other than Discharge)
      1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.
      2. Suspensions/Reductions
         If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.
   
   c. Remedies - Discharges
      1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his
or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

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

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

C. Probationary Releases Alleging Discrimination

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

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

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

2. Findings of Facts and Remedies

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

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

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

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

D. General Provisions

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

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

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

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

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

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

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

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

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

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

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

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

11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI    LAYOFF PROCEDURE

Section 1. General Provisions

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

B. This procedure shall not apply to employees who have special or unique 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) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

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

Section 2. Order of Layoff

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

1. employment status,

2. past performance,

3. length of continuous service with the County.

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

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

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of a department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

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

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

Section 4. Notification of Employees

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

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

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

Section 5. Voluntary Reduction in Lieu of Layoff

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

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their 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 their 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
date the person is personally served, or if service is made
by mail, five (5) calendar days, excluding weekends and holidays,
by mail, five (5) calendar days, excluding weekends and holidays,
following date of proof of service by mail to notify their department of
following date of proof of service by mail to notify their department of
their intent to exercise rights under this Section. Where such notification
their intent to exercise rights under this Section. Where such notification
is not in writing, the employee shall confirm the notification in writing as
is not in writing, the employee shall confirm the notification in writing as
soon as practicable.
soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to
3. Failure by an employee to respond to his or her department pursuant to
this Section shall result in a rebuttable presumption that the employee
does not intend to exercise any right of reduction to a lower class and
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.
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
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
considered a waiver of an employee’s right to file grievances concerning
any matter within the scope of the grievance procedure.
any matter within the scope of the grievance procedure.

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

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

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

1. Persons Laid Off
1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.
2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall
The names of persons who exercise their rights under Section 5. shall
be placed on an DEPARTMENT REINSTATEMENT LIST for each class
be placed on an DEPARTMENT REINSTATEMENT LIST for each class
in
in
the occupational series at or below the level of the class from which
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
reduced, excluding any classes at or below the level of the class
currently held.
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 an **DEPARTMENT 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 **DEPARTMENT 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 department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the **COUNTY PREFERRED ELIGIBLE LIST**, starting at the top. When more than one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the **COUNTY PREFERRED ELIGIBLE LIST**, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from **COUNTY PREFERRED ELIGIBLE LISTS** shall be considered prior to eligibles certified from lower-ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

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

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

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

3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
D. In the event two (2) or more agencies/departments are consolidated while DEPARTMENT REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) Department to another department occurs, employees previously laid off from such function(s) who are on an DEPARTMENT REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

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

Section 8. Status on Reemployment

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

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

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

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

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

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

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

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee’s salary in the lower class, whichever is higher.
2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

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

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

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

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. Treatment of Industrial Injuries

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

Section 2. Workers' Compensation Supplement Pay

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

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

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

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

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers’ compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

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

Section 3. Exposure to Contagious Diseases

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

Section 1.  General Provisions

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

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

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

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

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

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

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

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

Section 2.  Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the 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. Safety Representatives

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

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

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

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

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

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

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

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

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

b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

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

Section 1. Intent

The County and OCEA encourage responsible caseload levels for case-carrying employees, effective flow of information within the Department and efficient use of available staff. An intended objective of the management forum shall be that cases be equitably distributed within the various programs.

Section 2. Establishment of Caseload Management Forums

A. Within thirty (30) days of the effective date of this Memorandum, the Department shall establish Caseload Management Forums as follows:

1. A forum shall be established in the Social Services Agency consisting of up to five (5) employee representatives and an equal number of management representatives.

2. A forum shall be established in the Health Care Agency and shall consist of up to five (5) employee representatives and an equal number of management representatives.

3. A forum shall be established for Public Administrator/Public Guardian consisting of two (2) employee representatives and an equal number of management representatives.

B. Employee representatives shall be selected by OCEA. Management representatives shall be selected by the Department Head. The Social Services Agency will commit to having a high level representative (e.g., Deputy Director) attend the meetings.

Section 3. Objectives

A. Each Caseload Management Forum shall meet at least once each month for the purpose of reviewing current caseload management practices, identifying problem areas and exploring potential improvements.

B. Pursuant to this Article, each Caseload Management Forum will develop specific recommendations including, but not limited to, the following:

1. improved management information systems;

2. relationships between workload and performance expectations;

3. manageable caseload levels within budgetary limitations;

4. methods for achieving equitable distribution of cases.
C. The Department management shall review the recommendations of each Caseload Management Forum and, where practicable, adopt procedures addressing the area(s) of concern.

D. If, after nine (9) months from the effective date of this Agreement, the Association can show that the County has been unresponsive to reasonable employee concern regarding departmental target caseloads, caseload issues shall be reopened upon mutual agreement of the parties.

Section 4. Operating Procedures

A. Each Caseload Management Forum shall establish its own operating procedures.

B. Employee representatives shall be allowed reasonable time off without loss of pay to attend meetings.

Section 5. Caseloads

When Department caseloads are above target, agencies will prioritize case management activities in consultation with the Caseload Management Forum.
ARTICLE XV     OCEA AND EMPLOYEE RIGHTS

Section 1.   Employee Rights

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

Section 2.   Payroll Deduction

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

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

Section 3.   Employee Information Listing

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

Section 4.   Use of Bulletin Boards

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

Section 5.   Use of County Facilities

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

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  NONDISCRIMINATION

Section 1.

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

Section 2.

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

Section 1.  The Establishment of New Classes

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

Section 2.  Reclassification of a Position

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

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

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

Section 3.  Procedure for Requesting Reclassification of a Position

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

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

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

b.  If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.
Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

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

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

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

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

Section 4. Limitations on Concurrent Studies

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

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

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

Section 5. Review of Disputed Position Classification Decisions

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

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

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

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

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

Section 1. Health Plans and Premium Contributions

A. Full-Time Employees

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

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
   a. Employee Only Coverage – eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;
   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five percent of the employee’s premium if the employee completes the Wellness Incentive program.
   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

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

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

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

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

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 1/2) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

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

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

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

b. Employee and Dependent Coverage – per subsection B.2.b above

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

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

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

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any
subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

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

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

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

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

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

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

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

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

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

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

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

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.
D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

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

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

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

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

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

Section 4. Premium Only Plan

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

A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

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

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

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

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

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the
employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

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

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

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

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

C. **Eligibility Requirements for Retiree Medical Grant**

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

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

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.
Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

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

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

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

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

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

3. **Deferred Retirement**

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.
b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

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

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

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

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

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

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

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

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

Section 6 Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article\(^1\) and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

\(^1\) Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX DEFINED CONTRIBUTION

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

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

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

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

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

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

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

   e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

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

Section 1. Retirement Benefit Levels

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

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55″ benefit formula.

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

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

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

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the ”2.7% at 55″ benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below

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

Section 2. Retirement Contributions

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

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

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

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active
members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

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

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

3. **Reduction in Reverse Pickup**

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

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

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

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.
e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

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

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

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

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

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Community Services Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV    FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  **Dependent Care Reimbursement Account (DCRA)**

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

Section 2.  **Health Care Reimbursement Account (HCRA)**

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

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

All other performance management components of PIP remain in effect.
ARTICLE XXVI    LABOR MANAGEMENT COMMITTEES

Section 1.   Introduction

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

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

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

D. An issue may be considered by the LMC members unless the issue:
   1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;
   2. Has County-wide impact; or
   3. Involves the classification of one or more employees.

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

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

Section 2.   Structure

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

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

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

Section 3. Time Off for LMC Activities

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

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

Section 4. Process

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

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

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

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

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII   SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.00%.
Article XXVIII  DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

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

Classes included in the Community Services Unit as of June 30, 2023:

7055CS  Community Program Specialist
7120CS  Community Worker I
7123CS  Community Worker II
0366CS  Deputy Public Administrator I
0367CS  Deputy Public Administrator II
0371CS  Deputy Public Guardian I
0372CS  Deputy Public Guardian II
7107CS  Health Program Specialist
2143CS  Housing Contract Representative
2150CS  Housing Specialist I
2151CS  Housing Specialist II
2152CS  Housing Specialist III
7105CS  Mental Health Specialist
7102CS  Mental Health Worker I
7104CS  Mental Health Worker II
7106CS  Mental Health Worker III
4961CS  Senior Citizens Representative I
4962CS  Senior Citizens Representative II
0369CS  Senior Deputy Public Administrator
0373CS  Senior Deputy Public Guardian
7017CS  Senior Social Worker
7007CS  Social Worker Assistant
7008CS  Social Worker I
7012CS  Social Worker II
7208CS  Veterans Claims Representative
7098CS  Volunteer Services Coordinator II
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield  
General Manager

Colette Farnes  
Chief Human Resources Officer

Don Drozd  
General Counsel

Jamie Newton  
Director, Employee & Labor Relations

Tia Grasso  
Associate General Counsel

Kim Derrick  
Director, Employee Benefits

FOR THE COUNTY OF ORANGE:

Date

Date

Date

Date
MEMORANDUM OF UNDERSTANDING

COMMUNITY SERVICES UNIT

201239 – 20236

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019-2023

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COMMUNITY SERVICES UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Community Services Unit for the period beginning June 21, 2019 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019.
DEFINITIONS

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

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

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

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

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

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

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

**EMERGENCY** 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 Healthcare 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.

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

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.
REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

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

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

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

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Agency/Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency/department proposing implementation of such alternate work schedules.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

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

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

E. 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.
F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   c. flex time.

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

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.

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

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

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

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

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

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

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

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

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1-1/2) times the regular rate.

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

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

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

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

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

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

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

Section 3. Rest Periods and Cleanup Time

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

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

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

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

4. A Mental Health Specialist who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy-five ($1.75) cents per hour for each hours actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the
same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

5. A Mental Health Specialist who works an assigned late night shift where the majority of the hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five ($2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

B. On-Call Pay

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

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

3. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

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

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

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

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

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

D. Case Call Pay

When a Deputy Public Guardian receives a case call at home, the employee shall be paid at time and one-half (1 1/2) the regular rate with a one (1) hour minimum for each case.

E. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.
   a. An employee must be assigned by agency department management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive in addition to their regular pay, the following amounts:
   a. Employees in the following classes shall receive an additional ninety (90) cents per hour (approximately one hundred and fifty-six (156) dollars per month) for all hours actually paid:
      - Community Program Specialist
      - Deputy Public Administrator/Public Guardian I
      - Deputy Public Administrator/Public Guardian II
      - Mental Health Specialist
      - Mental Health Worker I
      - Mental Health Worker II
Mental Health Worker III
Senior Deputy Public Administrator/Public Guardian

b. Employees in the following classes shall receive an additional one dollar and fifteen cents (1.15) per hour (approximately one hundred and ninety-nine dollars (199) per month) for all hours actually paid:

  Senior Social Worker
  Social Worker Assistant
  Social Worker I
  Social Worker II

3. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

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

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

a. agency department need;

b. availability of a qualified replacement; and

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

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

F. Jail Assignment Pay

1. Employees in the following classes who are permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services, Headquarters Records, Warrant Bureau), Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventy-five (75) cents per hour for all paid hours until the new rate provided below is effective:

   Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid
an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

Mental Health Specialist
Social Worker Assistant
Social Worker I
Social Worker II

2. This salary supplement shall not apply to workers’ compensation supplement pay, or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

G. Licensure Differential Pay
H.G. Employees in pay status and assigned on a regular full-time basis in the classification of Mental Health Specialist, who are permanently assigned to an adult correctional facilities, ETS, or Westminster TRC, shall receive, in addition to his or her biweekly salary, the equivalent of one hundred ninety five dollars (195) per month (approximately ninety dollars (90) biweekly).

I.H. Training Pay
Employees in the classification of Senior Social Workers, who are designated by the Department to provide approved field instruction to Master of Social Work (MSW) Interns shall be paid two (2) dollars per hour for all hours assigned to perform training functions that the Department deems eligible for such training pay.

I. Clinical or Mental Health Supervision Pay
Employees in the classification of Senior Social Worker, whose license is used to authorize the performance of duties and who are designated by the department to provide supervised clinical hours for those classifications that are obtaining clinical hours, shall be paid an additional two dollars ($2.00) for all hours such licensure is required.

J. Special Assignment Pay
Any full-time, regular, limited term or probationary employee in the following classifications permanently assigned to the Crisis Stabilization Unit (CSU), Crisis Assessment Team (CAT), which includes the Psychiatric Emergency Response Team (PER), shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked:

Mental Health Specialist
Mental Health Worker

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

K. Emergency Response Assignment Pay – Senior Social Workers
1. Eligibility: Senior Social Workers must meet each of the following criteria to be eligible for Emergency Response Assignment Pay:

   a. Employee is assigned to an Emergency Response or Foster Care Investigations.

   b. Employee must have successfully completed all new social worker training and be on active rotation.

   c. Employee is an active pay status. Employees in a transitional work assignment are not eligible for Emergency Response Assignment pay.

a. Compensation:

   Eligible Senior Social Workers shall be paid, in addition to their regular salary, the equivalent of one dollar and fifty cents ($1.50) per hour for all hours worked.

   b. In the event an eligible employee is not in active status for a portion of a pay period, Emergency Response Assignment Pay shall be based on a ratio of hours actually worked to hours in a pay period (eighty [80] hours).

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

Special Assignment Pay Workgroup for Senior Social Workers

The parties agree to create a working group to address recruitment and retention strategies for Senior Social Workers.
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

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

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

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

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

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

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

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB. for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

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

A. 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 Agency Department Head.

B. 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 twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

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

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

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

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

C.

C. E. 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of "meets performance objectives" shall earn a one (1) step increase.

D.

D. 2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 (Step 12 for employees assigned to Salary Schedule G), and if granted, in what amounts, shall be solely within the discretion of the Agency Head and shall be based on merit.

E.

F.E. F. If, in the agencydepartment'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 agencydepartment shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

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

Section 4. Salary on Promotion

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

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

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

Section 5. Salary on Reassignment

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

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

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

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

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

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

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

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

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

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

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

Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

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

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:
A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

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

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

Section 8. 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 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

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

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

Section 10. Additional Compensation

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

Section 11. Paycheck Deposit

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

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

Section 12. Classification and Compensation Studies

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

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

   b. A new or reemployed employee in a regular or limited-term position in a class other than a law enforcement, professional or technical class shall be placed on a new probation period for twenty-six (26) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

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

   b. A new or reemployed part-time employee in a regular or limited-term position in a class other than a law enforcement, professional or technical class, shall be placed on a new probation period for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

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

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

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

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

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee’s AgencyDepartment 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 agencydepartment at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

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

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

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

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

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

D. General Provisions

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

2. When an AgencyDepartment 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., 2 and 3. of this Article, below, and an employee who is permitted by the agency-department to work beyond the end of a probation period shall be deemed to have passed such probation period.

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

E. Extension of Probation Periods

1. The granting of an Official 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. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

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

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

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

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

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

Section 2. Performance Evaluation

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

B. For case-carrying employees, workload shall be considered when evaluating the quality of work performed.

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

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

Section 3. Contents of Personnel File

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

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

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

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

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

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

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the AgencyDepartment Head shall become a limited-term regular employee.

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

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

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

Section 5. Temporary Promotion

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

B. An agencydepartment may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

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

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

Section 6. Reemployment of Employees on Disability Retirement

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

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

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

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

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

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on AgencyDepartment 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 agencydepartment to another.
Section 9. **On-Duty Meals**

A. The County shall provide meals to personnel employed in residential care institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

B. The County shall provide reasonable reimbursement for meals for employees in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

Section 10. **Transfer Policy for OCEA Officers and Grievance Representatives**

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

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

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

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

Section 11. **Weaponless Defense Training**

The Agency will request the Sheriff-Coroner Department to schedule classes in Weaponless Defense Training. Such training will be made available to all employees in the Community Services Unit with first priority to employees in field assignments.

Section 12. **Training**

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

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

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

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

4. Except as required by law, extra help employees shall not earn healthcare leave.

B. Permitted Uses of Healthcare Leave

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

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, preventative care, or absences related to Family Leave as defined in Section 15 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster
2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

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

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1, below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

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

   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

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

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

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

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

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to eight-twenty-four (8) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   
a. Absence caused by illness or injury to a member of the employee’s family except as provided in B. above.

b. Absences which occur on a County holiday.

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

D. General Provisions

1. In any use of healthcare leave, an employee’s account shall be charged to the nearest quarter hour.

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

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

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

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

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

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

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

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

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.

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

Section 32. Authorized Leave Without Pay

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

1.2. Agency Departmental Leave

A regular, limited-term or probationary employee may request an Agency Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 15, below. The Agency Head may require that all accumulated compensatory leave time be used prior to granting of Agency Leave. The use of earned vacation, or annual leave prior to the obtaining of Agency Leave shall be at the option of the employee.

2.3. B. Official Leave

a. 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. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted, except as provided in subsections 2., and 3., below. Such Leave may be authorized only after an employee’s completion of an Agency Leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency-department. Failure to request an extension before the end of the Official Leave may result in denial of that extension 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 agency denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

c. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 15, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

a. When Official Leave involves the employee’s own serious health condition – after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;
b. When Official Leave involves the circumstances covered by Section 1, subsections B.4., B.5., or B.6, of this Article—after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used;

c. When Official Leave is used for all other reasons—after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 required notice prior to the date he or she wants to return to work, the agency shall not be required to return the employee to work until the employee gives such notice; however, the agency may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to sections 10, 11 and 15 of this Article, the agency shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

d.b. An Official Leave shall not be credited toward continuous service.
C.4. **General Provisions - Discretionary Leave**

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

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

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

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96, Absence Without Authorization.

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

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

B. **Non-Discretionary Leave of Absence**

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.
2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act
   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.
   b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.
   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
   d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act
   a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.
   b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.
c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

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

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

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

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

6. Parenthood Leave

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

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).
c. To qualify for Parenthood Leave, employees must meet the following conditions:

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

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

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

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

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

7. Military Leave

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

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

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

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

8. Verification

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

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

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

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

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

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

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).
b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

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

CA. Other Leaves of Absence

1. Leave for School and Child Care Activities

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

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

2. Bereavement Leave

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

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

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

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

e-d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

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 agency 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 Nonoccupational Disability

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

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

2. Such Leave shall begin after all accrued healthcare leave, compensatory, vacation time and/or 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
Section 5. Absences Caused by Illness, Injury or Pregnancy

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave

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

Section 8. Leave for OCEA Business
A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

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

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

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

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

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

Section 96. Absence Without Authorization

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

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 96.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

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

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

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

4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

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

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

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

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

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

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

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.
4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.
C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency shall not be required to return the employee to work until such notice is given; however, the agency may waive the notice or reduce the notice period at its discretion.

Section 137. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the departmentagency rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on DepartmentAgency operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee’s eligibility for promotional examinations shall not be affected by Presidential leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 448. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (248 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

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 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 the placement.

d. An employee’s presence is needed to attend to a serious health condition of the employee’s child, spouse, parent or a 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 arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered 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 OCEA agree that certain other types of leaves 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 family member 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 agency shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time 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 healthcare 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 agency with thirty (30) calendar days notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency 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/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.

Section 9. Leave for Attendance at Professional Conferences

A. Employees in this unit may request three (3) working days leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance on the Agency-Department Request to Attend a Conference form.

2. The conference is job related.

3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the Agency-Department Director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.).

6. The employee's workload is current and his or her performance “meets” or “exceeds” performance objectives.

B. Attendance at conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the agency department or in the assigned unit.
C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than three (3) days leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the agency department.

E. Attendance at conferences outside of the United States will require approval of a department head.

Section 16. LEAVE LANGUAGE WORKING GROUP

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V  VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee’s vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee’s vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours), shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use
a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their agency department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency department, except in cases of emergency.

J. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours of accrued vacation. Such payment shall be made upon request unless the agency department determines it is not economically or operationally feasible. In such case,
payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

N. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours of accrued vacation. Such payment shall be made upon request unless the agency department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. and 1.E, above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances, then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI   ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before the implementation of the 2019-2023 MOU, June 21, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member;
or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee’s hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/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.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
</tbody>
</table>
10 or more years
A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  

HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, County employees shall observe the following holidays:

2019:
- Independence Day, July 4
- Labor Day, September 4
- Native American Day, September 22
- Columbus Day, October 14
- Veteran’s Day, November 11
- Thanksgiving Day, November 23
- Day After Thanksgiving, November 24
- Christmas Day, December 25

2020:
- New Year’s Day, January 1
- Martin Luther King, Jr.’s Birthday, January 20
- Lincoln’s Birthday, February 12
- Washington’s Birthday, February 197
- Memorial Day, May 275
- Independence Day, July 4
- Labor Day, September 26
- Native American Day, September 27
- Columbus Day, October 12
- Veteran’s Day, November 11
- Thanksgiving Day, November 296
- Day After Thanksgiving, November 297
- Christmas Day, December 25

2021:
- New Year’s Day, January 1
- Martin Luther King, Jr.’s Birthday, January 2018
- Lincoln’s Birthday, February 12
- Washington’s Birthday, February 175
- Memorial Day, May 2631
- Independence Day, July 4
- Labor Day, September 16
- Native American Day, September 26
- Columbus Day, October 14
- Veteran’s Day, November 11
- Thanksgiving Day, November 286
- Day After Thanksgiving, November 287
- Christmas Day, December 25 (Observed)
- New Year’s Day (Observed)

2022:
- Martin Luther King, Jr.’s Birthday, January 17
- Lincoln’s Birthday, February 12
Washington’s Birthday, February 21
Memorial Day, May 30
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 26 (Observed)

2023
New Year’s Day, January 1 (Observed)
Martin Luther King, Jr.’s Birthday, January 18
Lincoln’s Birthday, February 12
Washington’s Birthday, February 19
Memorial Day, May 29

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday, other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of their work schedule. In such cases, the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

D. When New Year’s Day holiday other than Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of their work schedule. In such cases, the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of their work schedule. In such cases, the employee may, with agency approval, observe the holiday on December 25. Under no
circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with agency approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII    REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994, the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately-owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the Agency Department certifies that the employee was required to use a privately-owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. **Boots**

A. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.

B. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives” given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee’s right to representation in the response;

3. be informed of the employee’s right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);

2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated agency department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for
suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5.  Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6.  Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7.  Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8.  Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
2. A statement of the employee’s right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agencywide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the
grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

EF. 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.

FG. 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.

GH. 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.

HI. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same agency—department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify Agency Department Heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration, and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head, or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;

   b. a performance evaluation rating of “does not meet performance objectives”;

   c. deferral or denial of a merit increase, or a dispute about the number of steps granted;
d. a written reprimand; or

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

d.f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3;

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.
B. Disciplinary Appeals

1. Submission Procedure

   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

   a. Findings of Facts

      An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

   b. Remedies - All Disciplinary Actions (Other than Discharge)

      1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

      2. Suspensions/Reductions

         If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.

   c. Remedies - Discharges

      1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his
or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

   a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release may be sustained.
2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, 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 XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after
such a request for copies but not soon enough to comply with the above
time limits may be admitted providing it could not have been discovered
sooner by reasonable means and provided further that a copy or copies
of such evidence be afforded the requesting party as soon as practicable
after such discovery. Nothing contained herein shall operate to prevent
either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at
an arbitration hearing held pursuant to this procedure. The number of
witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have
the right to be heard and to present evidence. The following rules shall
apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses,
to introduce exhibits, to cross-examine opposing witnesses on any
matter relevant to the issues even though that matter was not
covered in the direct examination, to impeach any witness
regardless of which party first called the witness to testify and to
rebut the evidence against the witness. If the employee does not
testify in his or her own behalf, the employee may be called and
examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating
to evidence and witnesses. Any relevant evidence shall be admitted if
it is the sort of evidence on which responsible persons are accustomed
to rely in the conduct of serious affairs, regardless of the existence of
any common law or statutory rule which might have made improper the
admission of such evidence over objection in civil actions. Hearsay
evidence may be used for the purpose of supplementing or explaining
any direct evidence, but shall not be sufficient in itself to support a finding
unless it would be admissible over objection in civil actions. The rules
of privilege shall be effective to the same extent that they are now or
hereafter may be recognized in civil actions and irrelevant and unduly
repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be
called upon to testify as a witness, present at the arbitration hearing at
all times.

10. The parties agree to forego the use of briefs and transcripts whenever
practicable, except that any party may opt to file a closing brief in lieu of
an oral closing argument. The parties agree to, whenever practicable,
forgo the use of a court reporter in arbitrations resulting from a new hire
probation release or suspension.
11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique 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 are 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 makes such an offer in writing to the employee.

Section 2.  Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their DepartmentAgency 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 an agencydepartment except that:

   1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.
   2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an agencydepartment.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined</td>
</tr>
<tr>
<td></td>
<td>by AgencyDepartment</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined</td>
</tr>
<tr>
<td></td>
<td>by AgencyDepartment</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agencydepartment shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, the employee’s layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5 and 6, and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their agency 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 their agency of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays,
following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their agencydepartment of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agencydepartment 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 AGENCYDEPARTMENT REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCYDEPARTMENT REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

   The names of persons laid off shall be placed on an AGENCYDEPARTMENT 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 an AGENCYDEPARTMENT 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.

The names of persons who were voluntarily reduced under the provisions of Section 6. shall be placed on an AGENCYDEPARTMENT 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 DEPARTMENTAGENCY 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 agencynodepartment, other than the agencynodepartment 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 departmentagency, other than the departmentagency 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 AGENCYDEPARTMENT REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while AGENCY DEPARTMENT 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 DEPARTMENT AGENCY REINSTATEMENT LIST for the department agency losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department agency acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step
on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII  SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the employee’s agency/department. The employee so designated shall suffer no loss of pay when this function is performed during the employee’s regularly scheduled work hours.

Section 3. Abatement of Violations
In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Safety Representatives

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  CASELOAD MANAGEMENT FORUMS

Section 1.  Intent

The County and OCEA encourage responsible caseload levels for case-carrying employees, effective flow of information within the AgencyDepartment and efficient use of available staff. An intended objective of the management forum shall be that cases be equitably distributed within the various programs.

Section 2.  Establishment of Caseload Management Forums

A. Within thirty (30) days of the effective date of this Memorandum, the AgencyDepartment shall establish Caseload Management Forums as follows:

1. A forum shall be established in the Social Services Agency consisting of up to five (5) employee representatives and an equal number of management representatives.

2. A forum shall be established in the Health Care Agency and shall consist of up to five (5) employee representatives and an equal number of management representatives.

3. A forum shall be established for Public Administrator/Public Guardian consisting of two (2) employee representatives and an equal number of management representatives.

B. Employee representatives shall be selected by OCEA. Management representatives shall be selected by the AgencyDepartment Head. The Social Services Agency will commit to having a high level representative (e.g., Deputy Director) attend the meetings.

Section 3.  Objectives

A. Each Caseload Management Forum shall meet at least once each month for the purpose of reviewing current caseload management practices, identifying problem areas and exploring potential improvements.

B. Pursuant to this Article, each Caseload Management Forum will develop specific recommendations including, but not limited to, the following:

1. improved management information systems;

2. relationships between workload and performance expectations;

3. manageable caseload levels within budgetary limitations;

4. methods for achieving equitable distribution of cases.
C. The DepartmentAgency management shall review the recommendations of each Caseload Management Forum and, where practicable, adopt procedures addressing the area(s) of concern.

D. If, after nine (9) months from the effective date of this Agreement, the Association can show that the County has been unresponsive to reasonable employee concern regarding departmental target caseloads, caseload issues shall be reopened upon mutual agreement of the parties.

Section 4. Operating Procedures

A. Each Caseload Management Forum shall establish its own operating procedures.

B. Employee representatives shall be allowed reasonable time off without loss of pay to attend meetings.

Section 5. Caseloads

When DepartmentAgency caseloads are above target, agencies will prioritize case management activities in consultation with the Caseload Management Forum.
ARTICLE XV OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to OCEA on agency's bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5. Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI    MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  

NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII       POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an informational copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as: 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Agency Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agencydepartment response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.
Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article, or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a
consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX   INSURANCE

Section 1.  Health Plans and Premium Contributions

A.  Full-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage – eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five percent of the employee’s premium if the employee completes the Wellness Incentive program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines.  In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.  The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors.  Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees.  Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 1/2) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to
participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 45 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will
become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.
C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations,
and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.
b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.
B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the
Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
3. **Deferred Retirement**

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. **Survivor Benefits**

   1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

   2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

   Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. **Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement**

   1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with...
the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6  Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article\(^1\) and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

\(^1\) Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
g-f.
ARTICLE XXI  RETIREMENT

Section 1.  Retirement Benefit Levels

A.  For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

1.  Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.
   
a.  For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

b.  For eligible employees hired on or after September 21, 1979 the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code Section 31462.

2.  1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
   
a.  Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

b.  In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates will continue to be established and adjusted subsequent to and in accordance with state law and actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees shall pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active
members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.
e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Community Services Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV    FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.   Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.   Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV  PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1. Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Agency/Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2. Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every agency/department shall have an LMC.

2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII   SALARY

1. Effective the first day of the first pay period following adoption of this 2019-2023 MOU, the salary schedule will be increased by 2.504.75%.

2. Effective July 3, 2020 June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2021 June 27, 2025, the salary schedule will be increased by 2.504.00%.

4. Effective July 1, 2022, the salary schedule will be increased by 3.5%.
Section 1. — Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
Classes included in the Community Services Unit as of June 30, 2023:

- 7055CS Community Program Specialist
- 7120CS Community Worker I
- 7123CS Community Worker II
- 0366CS Deputy Public Administrator I
- 0367CS Deputy Public Administrator II
- 0371CS Deputy Public Guardian I
- 0372CS Deputy Public Guardian II
- 7107CS Health Program Specialist
- 2143CS Housing Contract Representative
- 2150CS Housing Specialist I
- 2151CS Housing Specialist II
- 2152CS Housing Specialist III
- 7105CS Mental Health Specialist
- 7102CS Mental Health Worker I
- 7104CS Mental Health Worker II
- 7106CS Mental Health Worker III
- 4961CS Senior Citizens Representative I
- 4962CS Senior Citizens Representative II
- 0369CS Senior Deputy Public Administrator
- 0373CS Senior Deputy Public Guardian
- 7017CS Senior Social Worker
- 7007CS Social Worker Assistant
- 7008CS Social Worker I
- 7012CS Social Worker II
- 7208CS Veterans Claims Representative
- 7098CS Volunteer Services Coordinator II
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:  

Charles Barfield  
General Manager  

Don Drozd  
General Counsel  

Tia Grasso  
Associate General Counsel  

FOR THE COUNTY OF ORANGE:  

Colette Farnes  
Chief Human Resources Officer  

Jamie Newton  
Director, Employee & Labor Relations  

Kim Derrick  
Director, Employee Benefits  

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

COUNTY GENERAL UNIT

2023 – 2026

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COUNTY GENERAL UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the County General Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence where the employee has balances posted shall be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the term "sick" or "sick leave."
LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.
REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the midpoint of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

3. An employee in the class of Radio Dispatcher, Cook Trainee, Institutional Cook, or Senior Institutional Cook, may request to trade his or her days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

Trades under this provision shall require the written approval of the department.

4. Work Period for Correctional Services Employees
a. The official FLSA work period for Sheriff’s Correctional Services Assistant Trainees, Sheriff’s Correctional Services Assistants, and Correctional Services Technicians shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later.

b. For purposes of payment of overtime under the 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 the employee’s regularly scheduled work hours. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday.

c. An employee assigned to corrections who is designed as 207k exempt may request to trade their days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A.4.a., above.

1. An employee may request to trade their biannual, quarterly or monthly shift for another employee’s biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

5. An employee in the classification of Animal Control Officer or Senior Animal Control Officer who is assigned as the Graveyard Shift Officer or assigned to the Potentially Dangerous or Vicious Dog Compliance Check Program may volunteer to work a modified work schedule consisting of three (3) twelve (12) hour workdays every other week and four (4) eleven (11) hour workdays on alternate weeks. Management reserves the right to implement any other established schedule should the aforementioned modified schedule not meet business needs.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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 under Section 1.A., above, except on authorized overtime.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by a department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such overtime of the apparent need as soon as
practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.
5. In no case may an employee’s work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

7. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Exclusions from Workweek and Overtime Provisions

Employees in the classes of Real Property Agent I, Real Property Agent II, and Real Property Agent III, shall not be subject to the provisions of Sections 1., 2. or 3. above.

Section 5. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in 3.a, 3.b, and 3.c below, for purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an
extension of an assigned day shift shall not qualify an employee for night shift differential.

3. Except as provided in 3.a, 3.b, and 3.c below, the rate of night shift differential shall be five (5) percent of the employee’s basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour, except that:

   a. Employees in the classification of Medical Assistant shall receive night shift differential at a rate of one dollar and twenty-five cents ($1.25) per hour.

   b. Employees in the classification of Medical Assistant who work an assigned night shift where the majority of hours are between 5:00 p.m. to 11:00 p.m. shall be paid night shift differential at a rate of one dollar and seventy-five cents ($1.75). Hours worked as an extension of an assigned shift eligible for Night Shift Differential under 2. above shall be paid at the same rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

   c. Employees in the classification of Medical Assistant who work an assigned night shift where the majority of hours are between 11:00 p.m. to 7:00 a.m. shall be paid night shift differential at a rate of two dollars and seventy-five cents ($2.75). Hours worked as an extension of an assigned shift eligible for Night Shift Differential under 2. above shall be paid at the same rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.
C. Call-Back Pay

1. When an employee returns to work because of an department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in Section 5.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid.

   a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Exceptional Bilingual Pay
Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Collection Officer  
Correctional Programs Technician  
Defense Investigator I  
Defense Investigator II  
Defense Investigator III  
Defense Investigator Trainee  
Family Support Officer  
Financial Counselor I  
Financial Counselor II  
Financial Counselor III  
Health Education Associate  
Investigative Assistant, District Attorney  
Investigative Assistant, Sheriff  
Paralegal  
Paralegal Trainee  
Public Defender Interviewer I  
Public Defender Interviewer II  
Public Health Investigator  
Public Health Investigator Trainee  
Senior Family Support Officer

3. **Counselor Bilingual Pay**

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional sixty (60) cents per hour for all hours actually paid:

Group Counselor I  
Group Counselor II  
Group Counselor Night

4. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

5. Bilingual pay shall not apply to workers' compensation supplement pay.

6. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall
be made in writing to the department head, who will consider it according to:

a. department need;

b. availability of a qualified replacement; and

c. availability of another suitable assignment for the requesting employee.

7. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Communications Coordinator Salary Supplement

A Communications Coordinator II shall receive a salary supplement for each hour actually worked on the paramedic radio communications console when assigned four (4) consecutive hours or more to that console. The rate of the salary supplement shall be equivalent to an additional five and one-half (5 1/2) percent.

F. Height Premium Pay

Communications Technicians and Installers who, as a condition of their assigned tasks, must work upon towers or poles fifty-nine (59) feet or higher shall receive Height Premium Pay. Height Premium Pay will be paid only for those hours actually spent working at heights above forty (40) feet provided that there shall be a minimum two (2) hour payment for any day in which qualifying work is performed. The rate for Height Premium Pay shall be fifty (50) cents per hour.

G. Jail Salary Supplement

1. An employee classified in one of the classes listed below who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services, Headquarters Records, Warrant Bureau), Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours, until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an
additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollars [$130] per month) for all hours paid:

Communications Technician
Communications Technician II
Dispatch Services Operator
Medical Assistant
Pharmacy Technician
Pharmacy Technician Trainee
Sheriff's Records Technician
Sheriff's Records Trainee
Senior Sheriff's Records Technician
Staff Assistant
Staff Specialist
Utility Worker/Driver
Warehouse Worker I
Warehouse Worker II
Warehouse Worker III
Warehouse Worker IV

2. An employee in the classification of Shop Planner- Electrical/Mechanical, Shop Planner-Structural, or Medical Assistant who is permanently assigned to the Central Jail/Intake/Release Center, Theo Lacy Branch Jail or James Musick Facility shall receive, in addition to biweekly salary, an additional seventy-five (75) cents per hour for all hours paid until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

3. This salary supplement shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

H. Confined Spaces Pay

1. Maintenance Inspector/Specialists who are regularly assigned to the Public Works Operations Confined Space Inspection Team shall receive one dollar and twenty-five ($1.25) cents per hour for those hours actually spent working in confined spaces, as defined in subsection 2., below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for
entering a confined space shall count as time spent actually working in confined spaces.

2. Confined spaces, as used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative Code. Examples of confined spaces which may be eligible include compartments, ducts, sewers, pipelines, vaults and pits.

I. Training Assignment Pay

1. Employees in the classification of Communications Coordinator I and II, Correctional Services Assistant, Correctional Services Technician and Radio Dispatcher shall be paid one (1) dollar per hour for all hours assigned to perform training functions.

2. Employees in the classification of Sheriff’s Community Services Officer shall be paid one dollar ($1.00) for all hours assigned to train a new Community Services Officer.

J. Toxic Hazard Assignment Pay

Employees on pay status in the classification series of Forensic Scientist and the classification series of Forensic Specialist who are assigned to the Clandestine Lab Section of Forensic Services shall receive one hundred seventy-five dollars ($175.00) per month (approximately $80.77 per pay period).

K. Advanced Certification Pay

Employees on pay status in the classifications listed below shall receive, in addition to their bi-weekly salary, the equivalent of one hundred nineteen dollars ($119.00) a month or approximately fifty-five dollars ($55.00) bi-weekly for receiving an Advanced Appraisal Certificate issued by the State Board of Equalization.

   Appraiser I
   Appraiser II
   Appraiser III
   Auditor Appraiser I
   Auditor Appraiser II
   Auditor Appraiser III

L. Commercial Driver’s License Pay

Employees in the classifications of Agricultural Standards Technician and Agricultural Standards Inspector who possess a valid Class A or B driver’s license shall be eligible to receive an additional sixty (60) cents per hour for all hours actually paid, based on the following criteria:
1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver's license with air brakes endorsement.

2. Department management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.

3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay.

M. Major Accident Reconstruction Team (M.A.R.T.) Pay

Employees in the classification of Sheriff's Community Services Officer on pay status and assigned to the Major Accident Reconstruction Team (M.A.R.T.) on a regular, full-time basis shall receive the equivalent of fifty three dollars and eight cents ($53.08) biweekly (approximately one hundred and fifteen dollar ($115) 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. shall be based on the ratio of hours actually paid to hours in a pay period (eighty (80) hours).
ARTICLE II    PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.B., below, for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance.
performance rating of “Meets Performance Objectives” shall earn a two (2) step increase.

E. If, in the department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee’s merit increase eligibility date shall not be changed by such deferral.

F. Should an employee’s merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. **Salary on Promotion**

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.
Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

F. As soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, when an employee in the classification of Staff Specialist is assigned by the County to perform full supervisory responsibilities, the supervisory employee shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range. This provision does not apply when supervision is being provided to higher level professional and/or technical staff, including licensed professionals (e.g., psychiatrist, psychologist, nursing staff, IT staff, etc.).

Section 6. Salary on Reduction
A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of
the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

### Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.
C. If the position is reclassified to a class with a lower salary range, the salary of
the employee shall be governed by Article II, Section 6.D.2.

Section 8. **Salary on Reemployment**

A. A person who is reemployed in the same occupational series in which the
person held regular status and was separated in good standing may, upon
approval of the Chief Human Resources Officer, be appointed at a step higher
than the recruiting step, but no higher than the step the person received at the
time of separation unless appointment is at an advanced step or rate pursuant
to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for
not more than one hundred twenty (120) working days or nine hundred sixty
(960) hours, whichever is greater, in any one (1) fiscal year in a position
requiring special skills and knowledge and may be appointed to the position
at any step on the salary range.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole
purpose of considering an increase in salary (unrelated to a classification
study) for any class included in this Agreement. Changes in salary resulting
from a classification study shall be subject to the provisions of Article XVIII.

B. If a class is reassigned to a different salary range, each employee in the class
shall be compensated at the same step in the new salary range as he or she
was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary
when in the judgment of the Board, it becomes necessary or desirable to utilize the
services of County employees in capacities other than those for which they are
regularly employed, the Board may authorize and, if appropriate, fix an additional
rate of compensation for such employees.

Section 11. **Paycheck Deposit**

A. The County will permit an employee to authorize automatic deposit of his or
her paycheck to a financial institution of the employee's choice, if and when
the Chief Human Resources Officer and Auditor-Controller determine it is
feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic
deposit of his or her paycheck to a financial institution of the employee's
choice.
Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee
   a. A new or reemployed employee in a regular or limited-term position in a law enforcement professional or technical class shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

   b. A new or reemployed employee in a regular or limited-term position in a class other than a law enforcement professional or technical class, shall be placed on a new probation period for twenty-six weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employee
   a. A new or reemployed part-time employee in a regular or limited-term position in a law enforcement professional or technical class shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

   b. A new or reemployed part-time employee in a regular or limited-term position in a class other than a law enforcement professional or technical class shall be placed on a new probation period for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion, ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.
b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this
Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's department Head shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an department head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in E.1., 2. and 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.
When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.
Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.
D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the department head shall retain their former status and retain their layoff benefits in their former layoff unit. The department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.
B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on departmental leave for such period of time.

Section 8. Time-Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one department to another.

Section 9. On-Duty Meals

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:
A. the employee's performance “Meets” or “Exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee’s healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee’s personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the
employee’s family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C below).

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee’s return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee's family except as provided in B above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
</tbody>
</table>

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Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those
previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.


a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee's department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required.
from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other

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FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.
d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:
1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above, (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b, above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. **Military Leave**

   a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

   b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the
expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person's health care provider with the same information listed in 8.a and 8.b, above, and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review.
review by the Chief Human Resources Officer. The decision of the
Chief Human Resources Officer on such appeals shall be final.

9. **General Provisions – Non-Discretionary Leave**

   a. The twelve (12) month period for calculating Non-Discretionary
   leave entitlement will be based on the calendar year (January 1 to
   December 31).

   b. Unless otherwise prohibited by state or federal law, Non-
   Discretionary Leaves of absence will run concurrently.

   c. Any portion of the leave which is unpaid shall not be credited toward
   service hours.

C. **Other Leaves of Absence**

   1. **Leave for School and Child Care Activities**

      a. Pursuant to California Labor Code section 230.8, if an employee is
      a parent, guardian, step-parent, foster parent, or grandparent of, or
      a person who stands in loco parentis to, a child enrolled in a
      California public or private school, kindergarten through grade
      twelve (12), or in a licensed child day care facility, the employee
      may take up to forty (40) hours each calendar year (at a maximum
      of 8 hours a month) to attend school conferences and events. Any
      activity that is sponsored, supervised, or approved by the school,
      school board, or child care facility is acceptable. Examples include
      participating in parent-teacher conferences, Open House, or a
      child’s school-related disciplinary issue.

      b. A qualifying employee may use up to ten (10) hours of Healthcare
      Leave in accordance with Article IV, Section 1.B.4. per fiscal year,
      to attend such events. If an employee chooses not to use all 10
      hours of Healthcare Leave for this leave, the employee is required
      to use Annual Leave, Vacation, Compensatory, and PIP balances
      in that order for the Leave for School and Childcare Activities. If an
      employee has exhausted leave balances, an employee may elect to
      take the leave unpaid.

   2. **Bereavement Leave**

      Bereavement leave is paid leave which is available to an employee related to
      the death of a family member of the employee’s immediate family as defined
      below.
a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV, Section 1.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 4. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees
received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 5. **Leave for OCEA Business**

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

   1. OCEA shall make a request to the employee's department head at least ten (10) days in advance.

   2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

   3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 6. **Absence Without Authorization**

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

   1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

   2. a statement of the reasons for considering the employee to have automatically resigned;

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3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.
2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.
Section 8.  **Catastrophic Leave**

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (24 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 9.  **Attendance at Professional Conferences or to Conduct Professional Study**

A. Employees in the classifications of Medical Assistant, Health Education Assistant or Health Education Associate may request five (5) working days leave with pay each fiscal year for attendance at professional conferences, or to conduct professional study (which may include home or web-based study), subject to the following conditions:

1. A request is made in advance on the Request to Attend a Conference Form or Request to Conduct Professional Study Form.

2. The conference or professional study is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance or professional study, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the department director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.) and in the case of professional study, appropriate certification of CEU credits.

6. The employee's workload is current and his or her performance "meets" or "exceeds" performance expectations.

B. Attendance at conferences or requests to conduct professional study by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and
applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than five (5) days Leave for attendance at a professional conference or to conduct professional study in any one (1) year under this provision; however, approval shall be at the discretion of the department.

E. Attendance at conferences outside of the United States will require approval of a department head.
ARTICLE V VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a prorated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6,240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours.

The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

E. Employees in the classes of Real Property Agent I, Real Property Agent II, and Real Property Agent III, shall earn an additional .0193 hours of vacation for each hour of pay during the regularly scheduled workweek, but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such additional credit shall be applied to vacation accrual account only upon completion of each pay period. The maximum allowable vacation credit at any one (1) time for employees in the above classes with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours. The maximum allowable vacation credit at any one (1) time for employees in the above classes with ten (10) or more years of continuous County service
(20,800 regularly scheduled hours) shall be four hundred (400) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C. and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C. and E) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee’s account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the department, except in cases of emergency.

J. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.
K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

Animal Control Officer
Animal Control Officer Trainee
Correctional Services Technician
Dispatch Services Operator
Radio Dispatcher
Radio Dispatcher Trainee
Senior Animal Control Officer
Sheriffs Community Services Officer
B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. and 1.E, above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee's vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances, then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee’s personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection “family member” means child, parent, spouse, registered
domestic partner, grandparent, grandchild, or sibling as those terms are
defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Attachment C
Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100% (320 hours for Real Property Agent I, II and III)</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100% (400 hours for Real Property Agent I, II and III); the remaining balance, after the 320 hours (400 hours for Real Property Agent I, II and III) are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>
Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours (320 hours for Real Property Agent I, II and III) for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours (400 hours for Real Property Agent I, II and III) for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Sections 1.D. and E. Remaining hours, up to the accrual limits specified in Article V, Sections 1.D. and E., will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive prorated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023: Independence Day, July 4
     Labor Day, September 4
     Native American Day, September 22
     Veterans Day, November 11
     Thanksgiving Day, November 23
     Day After Thanksgiving, November 24
     Christmas Day, December 25

2024: 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 27
     Independence Day, July 4
     Labor Day, September 2
     Native American Day, September 27
     Veterans Day, November 11
     Thanksgiving Day, November 28
     Day After Thanksgiving, November 29
     Christmas Day, December 25

2025: New Year’s Day, January 1
     Martin Luther King, Jr.’s Birthday, January 20
     Lincoln’s Birthday, February 12
     Washington’s Birthday, February 17
     Memorial Day, May 26
     Independence Day, July 4
     Labor Day, September 1
     Native American Day, September 26
     Veterans Day, November 11
     Thanksgiving Day, November 27
     Day After Thanksgiving, November 28
     Christmas Day, December 25

2026: New Year’s Day, January 1
     Martin Luther King, Jr.’s Birthday, January 19
     Lincoln’s Birthday, February 12
     Washington’s Birthday, February 16
     Memorial Day, May 25
B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in E. below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day or New Year's Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 or January 1 as part of their normal work schedule. In such cases the employee may, with department approval, observe the Christmas holiday on December 25 or New Year's Day holiday on January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday or for both January 1 and the following Monday.

D. Except as provided in E. below, when a holiday other than Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 or January 1 as part of their normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding or for both January 1 and the Friday immediately preceding.

**Employees Regularly Scheduled to Work on the Holiday**

1. Employees in the classification of Waste Inspector or Waste Inspector Trainee who are regularly scheduled to work on New Year's Day, Independence Day and/or Christmas Day will observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.

2. Employees of Orange County Parks and Orange County Animal Care who are required to work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

**Section 2. Eligibility for Holiday Pay**

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a
holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.’s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.
2. An employee who is required to work on Christmas Day, New Year’s Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation, or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the department certifies that the employee was required to use a privately owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Tools**

Employees in the below listed classes who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred (400) dollars per fiscal year. Eligible employees shall include employees in the following classes:

- Communications Installer
- Communications Installer Technician
- Communications Technician I
- Communications Technician II
- Investigative Technician I, DA
- Investigative Technician II, DA
- Sound Systems Technician

Section 4. **Boots**

A. Employees listed in B. below, who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per C. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher or a reimbursement.

B.

1. Animal Control Assistant
   - Animal Control Public Education Officer
   - Animal Control Officer Trainee
   - Animal Control Officer
   - Building Inspector I, II, III and IV
   - Construction Inspector
   - Planner I assigned to Planning and Development Services
   - Department – Code Enforcement
   - Safety and Training Officer assigned to OC Public Works
   - Senior Animal Control Officer
   - Senior Construction Inspector
   - Senior Waste Inspector, OCWR
   - Waste Inspector, Trainee
Waste Inspector
2. Employees in the below listed classes that are regularly assigned field assignments:

   Engineering Technician Trainee
   Engineering Technician
   Senior Engineering Technician
   Engineering Geologist
   Maintenance Inspector Specialist
   Surveyor I
   Surveyor II

3. Employees of the Orange County Public Works Dept. (OCPW) in the below listed classes that are regularly assigned field or wilderness assignments:

   Agricultural Standards Technician
   Agricultural Standards Inspector
   Civil Engineer (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)
   Civil Engineer Assistant (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)
   Environmental Resource Specialist
   Environmental Resource Technician

C. For employees in classifications not listed in B., above, but who are authorized by the Department Head to receive safety work boots, the following applies:

1. As a result of their duties, the employees are required to wear safety compliant work boots.
2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.
5. The department is able to absorb any increased costs within its existing budget.
6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).
D. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classification who are required to wear compliant protective footwear.

Section 5. **Educational and Professional Reimbursement**

A. Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee’s right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee’s right to representation;

6. a statement of the employee’s right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee’s option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
Section 8.  Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X   GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation.
Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately reained counsel
obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify department heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant
or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
   
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;

   b. a performance evaluation rating of “does not meet performance objectives”;

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c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or

d. a written reprimand;

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure
a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies - All Disciplinary Actions (Other than Discharge)

1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits
for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1. The probationary release; may be sustained.
2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, all costs of arbitration shall be shared equally in all cases by the County and the appealing party. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered.
sooner by reasonable means and provided further that a copy or copies
of such evidence be afforded the requesting party as soon as practicable
after such discovery. Nothing contained herein shall operate to prevent
either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an
arbitration hearing held pursuant to this procedure. The number of
witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have
the right to be heard and to present evidence. The following rules shall
apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses, to
introduce exhibits, to cross-examine opposing witnesses on any
matter relevant to the issues even though that matter was not covered
in the direct examination, to impeach any witness regardless of which
party first called the witness to testify and to rebut the evidence
against the witness. If the employee does not testify in his or her own
behalf, the employee may be called and examined as if under cross-
examination.

8. The hearing need not be conducted according to technical rules relating
to evidence and witnesses. Any relevant evidence shall be admitted if it
is the sort of evidence on which responsible persons are accustomed to
rely in the conduct of serious affairs, regardless of the existence of any
common law or statutory rule which might have made improper the
admission of such evidence over objection in civil actions. Hearsay
evidence may be used for the purpose of supplementing or explaining
any direct evidence, but shall not be sufficient in itself to support a finding
unless it would be admissible over objection in civil actions. The rules of
privilege shall be effective to the same extent that they are now or
hereafter may be recognized in civil actions and irrelevant and unduly
repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be
called upon to testify as a witness, present at the arbitration hearing at all
times.

10. The parties agree to forego the use of briefs whenever practicable,
except that any party may opt to file a closing brief in lieu of an oral closing
argument. The parties agree to, whenever practicable, forgo the use of
a court reporter in arbitrations resulting from a new hire probation release
or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

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12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI   LAYOFF PROCEDURE

Section 1.   General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.   Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their department head shall be laid off in an order based on consideration of:

1. employment status,

2. past performance,

3. length of continuous service with the County.

B. Layoffs shall be made by class within an department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional</td>
<td>Layoff Points</td>
</tr>
<tr>
<td>Probationary</td>
<td></td>
</tr>
</tbody>
</table>

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their 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 their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee’s hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee’s right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
2. **Persons Who Exercise Their Rights Under Section 5**

   The names of persons who exercise their rights under Section 5 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. **Persons Who Voluntarily Reduced Under the Provisions of Section 6**

   The names of persons who were voluntarily reduced under the provisions of Section 6 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

   Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5, in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

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2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) department to another department occurs, employees previously laid off from such function(s) who are on an DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  
ON-THE-JOB INJURY, WORKERS' COMPENSATION  
SUPPLEMENT PAY  

Section 1.  Treatment of Industrial Injuries  
Whenever an employee sustains an injury or disability arising out of and in the  
course of County employment and requires medical care, the employee shall obtain  
treatment according to the provisions of the California Labor Code Section 4600 et  
seq.  

Section 2.  Workers' Compensation Supplement Pay  
A. Whenever an employee is compelled to be absent from duty by reason of  
injury or disease arising out of and in the course of County employment, the  
employee shall receive workers' compensation supplement pay which, when  
added to the workers' compensation temporary disability benefit, shall equal  
eighty (80) percent of the employee's base salary for a period not to exceed  
one (1) year including holidays.  

B. Workers' compensation supplement pay shall begin the same day as the  
workers' compensation temporary disability benefits. Prior to qualifying for  
workers' compensation temporary disability benefits, an injured employee  
may, at his or her option, use any accrued healthcare leave, compensatory  
time, annual leave and/or vacation, in that order.  

C. While an employee receives workers' compensation supplement pay, no  
deductions nor payments shall be made from any healthcare leave,  
compensatory time, annual leave or vacation time previously accumulated by  
the employee. The employee shall not accrue healthcare leave, annual leave  
or vacation credit during the period in which the employee receives workers'  
compensation temporary disability benefits.  

D. When an injury is determined to be job-related by the County or by the  
Workers' Compensation Appeals Board, eighty (80) percent of all healthcare  
leave, compensatory time annual leave and/or vacation expended since the  
fourth day of disability shall be restored to the employee's account(s), except  
that if the injury required the employee's hospitalization or caused disability of  
more than fourteen (14) days, eighty (80) percent of all healthcare leave,  
compensatory time, annual leave and/or vacation expended since the first day  
of disability shall be restored to the employee's account(s).  

E. The merit increase eligibility date and probation period of any employee who  
receives workers' compensation benefits shall be extended by the length of  
time the employee receives such benefits, except that the first fifteen (15)  
consecutive calendar days from the date of the injury shall be considered  
County service for merit increase eligibility and completion of the probation  
period.
F. When an employee is no longer entitled to receive workers’ compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers’ compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee’s option, in that order.
ARTICLE XIII  SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the 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. Safety Representatives

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee’s absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV   UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

A. The County will provide uniforms for regular employees in the following assignments:

1. Public Works Department
   Agricultural Standards Inspector
   Information Technologist II assigned to Facilities Operations
   Warehouse Worker I, II, III and IV

2. Probation Department
   Food Service Worker
   Institutional Cook
   Senior Institutional Cook

3. Sheriff - Coroner Department
   Communications Installer
   Communications Technician I, II
   Correctional Farm Supervisor
   Correctional Services Technician
   Crime Prevention Specialist
   Engineering Technician
   Forensic Scientist I, II, III
   Forensic Specialist
   Informational Technologist I, II
   IT Network Engineer I
   IT Systems Engineer I, II
   Lead Forensic Specialist
   Legal Property Technician
   Radio Dispatcher
   Radio Dispatcher Trainee
   Senior Forensic Specialist
   Senior Institutional Cook
   Sheriff Facilities Maintenance Specialist I, II
   Sheriff’s Call Taker
   Sheriff’s Community Services Officer
   Sheriff’s Correctional Services Assistant
   Sheriff’s Technician
   Technical Systems Specialist
   Telecommunications Engineer I, II, III
   Utility Worker/Driver
   Video Producer
   Warehouse Worker I, II, III, IV
   Weapons Instructor, Sheriff
B. The County will continue the current system of providing and/or laundering uniforms for all other groups of employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to OCEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5. Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.

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ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the workforce, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII    NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX  INSURANCE

Section 1.  Health Plans and Premium Contributions

A.  Full-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines.  In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.  The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors.  Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees.  Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

   E. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program.
F. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

G. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

H. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

I. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

J. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

K. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first
day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. **Other Insurance Coverage**

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.
C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transactions of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan
The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant
Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.
b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

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1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

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Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

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 without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.
b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

5. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

E. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at
least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. **Reopener**

Reopener as a Result of the ACA

The County may reopen negotiations on this Article\(^1\) and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

\(^1\) Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX DEFINED CONTRIBUTION

Section 1 An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2 The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI  RETIREMENT

Section 1.  Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in...
the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65”
benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

- The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

- “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.
The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee's paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII     SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the General Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year. All other performance management components of PIP remain in effect.
ARTICLE XXVI    LABOR MANAGEMENT COMMITTEES

Section 1. Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

   1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

   2. Has County-wide impact; or

   3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2. Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B.  1. Every department shall have an LMC.

   2. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

   3. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.0%.
Article XXVIII DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the County General Unit as of June 30, 2023:

7806GE Accountant/Auditor I
7807GE Accountant/Auditor II
5015GE Agricultural/Standards Inspector
5010GE Agricultural/Standards Technician
5220GE Airport Access/Noise Specialist I
5224GE Airport Access/Noise Specialist II
5500GE Airport Operations Officer
5357GE Airport Technical Associate
5917GE Animal Control Assistant
5905GE Animal Care Officer
5907GE Animal Care Officer Trainee
5911GE Animal Control Public Education Officer
5916GE Animal Control Services Representative
0214GE Appraiser I
0218GE Appraiser II
0222GE Appraiser III
0210GE Appraiser Trainee
1154GE Archivist
0599GE Assessment Technician II
0600GE Assessment Technician III
0598GE Assessment Technician Trainee
2108GE Assistant Planner
2110GE Associate Planner
1934GE Associate Project Manager
7863GE Auditor-Appraiser I
7866GE Auditor-Appraiser II
7868GE Auditor-Appraiser III
7860GE Auditor-Appraiser Trainee
4001GE Biometric Identification Specialist I
4002GE Biometric Identification Specialist II
4003GE Biometric Identification Specialist III
5322GE Building Inspector
1781GE Cadastral Technician I
1787GE Cadastral Technician II
1780GE Cadastral Technician Trainee
6521GE Child Support Specialist
1815GE Civil Engineer
1810GE Civil Engineering Associate
6549GE Civilian Economic Crime Investigator
8394GE Claims Representative
8397GE Claims Technician
6201GE Code Enforcement Officer
0359GE Collection Officer I
0360GE Collection Officer II
0357GE Collection Officer Trainee
3370GE Communications Coordinator I
3371GE Communications Coordinator II
3374GE Communications Installation Technician
3362GE Communications Installer
3376GE Communications Technician I
3381GE Communications Technician II
4708GE Community Health Assistant I
4709GE Community Health Assistant II
4710GE Community Health Assistant III
2550GE Community Relations Assistant - Library
3970GE Comprehensive Care X-Ray Technician
7992GE Computer Forensic Examiner
1118GE Computer Graphics Specialist
7913GE Computer Processing Assistant I
7915GE Computer Processing Assistant II
5360GE Construction Inspector
8381GE Contract Services Monitor
3926GE Coroner Technician
3925GE Coroner Technician Trainee
7452GE Correctional Farm Supervisor
2750GE Correctional Programs Technician
7451GE Correctional Services Technician
8908GE Crime Prevention Specialist
0686GE Customer Service Representative
6510GE Defense Investigator I
6514GE Defense Investigator II
6515GE Defense Investigator III
6509GE Defense Investigator Trainee
6570GE Disability Retirement Investigator
0692GE Dispatch Services Operator
7892GE District Attorney Senior Forensic Accountant
7057GE Education Assistant, Correctional Facility
2752GE Education Services Coordinator
0646GE Election Field Representative
5715GE Emergency Management Program Coordinator
5708GE Emergency Medical Services Specialist
1841GE Engineer/Architect Assistant
1859GE Engineering Geologist
1724GE Engineering Technician
1705GE Engineering Technician Trainee
5102GE Environmental Health Technician I
5103GE Environmental Health Technician II
1763GE Environmental Resources Specialist
1762GE Environmental Resources Technician
1457GE Facilities Contract Services Inspector
0676GE Financial Counselor II
0677GE  Financial Counselor III
1606GE  Food Service Worker
3932GE  Forensic Scientist I
3934GE  Forensic Scientist II
3935GE  Forensic Scientist III
3952GE  Forensic Specialist
3928GE  Forensic Technician
3929GE  Forensic Technician Trainee
1755GE  Geographic Information Systems (GIS) Analyst
1754GE  Geographic Information Systems (GIS) Specialist
1752GE  Geographic Information Systems (GIS) Technician
1858GE  Geologist
1140GE  Graphic Designer
7425GE  Group Counselor I
7426GE  Group Counselor II
7423GE  Group Counselor, Nights
7424GE  Group Counselor Trainee
4702GE  Health Education Assistant
4704GE  Health Education Associate
4715GE  Health Information Specialist
2135GE  Housing Rehabilitation Coordinator II
7974GE  Information Technologist I
7976GE  Information Technologist II
6524GE  Investigative Assistant
0609GE  Investigative Assistant - Sheriff
6518GE  Investigative Technician I
6520GE  Investigative Technician II
7989GE  IT Applications Developer I
7990GE  IT Applications Developer II
7986GE  IT Business Analyst I
7987GE  IT Business Analyst II
7978GE  IT Database Administrator I
7979GE  IT Database Administrator II
7961GE  IT Network Engineer I
7962GE  IT Network Engineer II
7982GE  IT Security Administrator I
7983GE  IT Security Administrator II
7964GE  IT Systems Engineer I
7966GE  IT Systems Engineer II
7902GE  IT Systems Technician I
7905GE  IT Systems Technician II
1805GE  Junior Engineering Assistant
1840GE  Junior Engineer/Architect
1855GE  Junior Engineering Geologist
2301GE  Junior Law Clerk
3804GE  Laboratory Aid
3805GE  Laboratory Assistant
1480GE  Laundry Worker
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<td>3588GE</td>
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<td>8392GE</td>
<td>Materials Regulation Specialist, OC Waste &amp; Recycling</td>
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0932GE  Warehouse Worker IV
8390GE  Waste Inspector
8391GE  Waste Inspector Trainee
7446GE  Weapons Instructor, Sheriff
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY
MEMORANDA OF UNDERSTANDINBG BETWEEN THE COUNTY OF
ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield  Date
General Manager

Don Drozd  Date
General Counsel

Tia Grasso  Date
Associate General Counsel

FOR THE COUNTY OF ORANGE:

Colette Farnes  Date
Chief Human Resources Officer

Jamie Newton  Date
Director, Employee & Labor Relations

Kim Derrick  Date
Director, Employee Benefits

Board of Supervisors Approval Date
MEMORANDUM
OF
UNDERSTANDING

COUNTY GENERAL
UNIT

201923 – 20236

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019 - 2023

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COUNTY GENERAL UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 - June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the County General Unit for the period beginning June 21, 2019 - June 30, 2023 through June 29, 2023 - June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019 - June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence where the employee has balances posted shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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 healthcare 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.

GE - 3
FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the term “sick” or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on 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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.
RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the midpoint of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

3. An employee in the class of Radio Dispatcher, Cook Trainee, Institutional Cook, or Senior Institutional Cook, may request to trade his or her days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

   Trades under this provision shall require the written approval of the department.

4. Work Period for Correctional Services Employees
a. The official FLSA work period for Sheriff’s Correctional Services Assistant Trainees, Sheriff’s Correctional Services Assistants, and Correctional Services Technicians shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later.

b. For purposes of payment of overtime under the 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 the employee’s regularly scheduled work hours. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday.

c. An employee assigned to corrections who is designed as 207k exempt may request to trade their days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A.4.a., above.

1. An employee may request to trade their biannual, quarterly or monthly shift for another employee’s biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

   Trades under this provision shall require the written approval of the department.

5. An employee in the classification of Animal Control Officer or Senior Animal Control Officer who is assigned as the Graveyard Shift Officer or assigned to the Potentially Dangerous or Vicious Dog Compliance Check Program may volunteer to work a modified work schedule consisting of three (3) twelve (12) hour workdays every other week and four (4) eleven (11) hour workdays on alternate weeks. Management reserves the right to implement any other established schedule should the aforementioned modified schedule not meet business needs.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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 under Section 1.A., above, except on authorized overtime.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a. four (4) ten (10) hour workdays per week;

   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

   If in the judgment of the agency/department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such overtime of the apparent need.
as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.
4. Overtime hours worked by extra help employees shall be paid.
5.
6. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

7. No scheduled compensatory time off will be cancelled except in cases of emergency.

8. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

9. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

10. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the agency/department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

B. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Exclusions from Workweek and Overtime Provisions
Employees in the classes of Real Property Agent I, Real Property Agent II, and Real Property Agent III, shall not be subject to the provisions of Sections 1., 2. or 3. above.

Section 5. **Premium Pay**

A. **Night Shift Differential**

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in 3.a, 3.b, and 3.c below, for purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. Except as provided in 3.a, 3.b, and 3.c below, the rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour, except that:

   a. Employees in the classification of Medical Assistant shall receive night shift differential at a rate of one dollar and twenty-five cents ($1.25) per hour.

   b. Employees in the classification of Medical Assistant who work an assigned night shift where the majority of hours are between 5:00 p.m. to 11:00 p.m. shall be paid night shift differential at a rate of one dollar and seventy-five cents ($1.75). Hours worked as an extension of an assigned shift eligible for Night Shift Differential under 2. above shall be paid at the same rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

   c. Employees in the classification of Medical Assistant who work an assigned night shift where the majority of hours are between 11:00 p.m. to 7:00 a.m. shall be paid night shift differential at a rate of two dollars and seventy-five cents ($2.75). Hours worked as an extension of an assigned shift eligible for Night Shift Differential under 2. above shall be paid at the same rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.
B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in 5. Section 5.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.
D. **Bilingual Pay**

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.

   a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. **Exceptional Bilingual Pay**

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

- Collection Officer
- Correctional Programs Technician
- Defense Investigator I
- Defense Investigator II
- Defense Investigator III
- Defense Investigator Trainee
- Family Support Officer
- Financial Counselor I
- Financial Counselor II
- Financial Counselor III
- Health Education Associate
- Investigative Assistant, District Attorney
- Investigative Assistant, Sheriff
- Paralegal
- Paralegal Trainee
- Public Defender Interviewer I
- Public Defender Interviewer II
- Public Health Investigator
- Public Health Investigator Trainee
- Senior Family Support Officer
3. **Counselor Bilingual Pay**

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by agency/department management to perform their duties in a language other than English shall receive an additional sixty (60) cents per hour for all hours actually paid:

- Group Counselor I
- Group Counselor II
- Group Counselor Night

4. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

5. Bilingual pay shall not apply to workers' compensation supplement pay.

6. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the agency/department head, who will consider it according to:
   
   a. agency/department need;
   
   b. availability of a qualified replacement; and
   
   c. availability of another suitable assignment for the requesting employee.

7. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. **Communications Coordinator Salary Supplement**

A Communications Coordinator II shall receive a salary supplement for each hour actually worked on the paramedic radio communications console when assigned four (4) consecutive hours or more to that console. The rate of the salary supplement shall be equivalent to an additional five and one-half (5 1/2) percent.
F. **Height Premium Pay**

Communications Technicians and Installers who, as a condition of their assigned tasks, must work upon towers or poles fifty-nine (59) feet or higher shall receive Height Premium Pay. Height Premium Pay will be paid only for those hours actually spent working at heights above forty (40) feet provided that there shall be a minimum two (2) hour payment for any day in which qualifying work is performed. The rate for Height Premium Pay shall be fifty (50) cents per hour.

G. **Jail Salary Supplement**

1. An employee classified in one of the classes listed below who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services, Headquarters Records, Warrant Bureau), Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours, until the new rate provided below is effective.

   Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollars [$130] per month) for all hours paid.

   Communications Technician
   Communications Technician II
   Dispatch Services Operator
   Medical Assistant
   Pharmacy Technician
   Pharmacy Technician Trainee
   Sheriff’s Records Technician
   Sheriff’s Records Trainee
   Senior Sheriff’s Records Technician
   Staff Assistant
   Staff Specialist
   Utility Worker/Driver
   Warehouse Worker I
   Warehouse Worker II
   Warehouse Worker III
   Warehouse Worker IV

2. An employee in the classification of Shop Planner- Electrical/Mechanical, Shop Planner-Structural, or Medical Assistant who is permanently assigned to the Central Jail/Intake/Release Center, Theo Lacy Branch
Jail or James Musick Facility shall receive, in addition to biweekly salary, an additional seventy-five (75) cents per hour for all hours paid until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

3. This salary supplement shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

H. Confined Spaces Pay

1. Maintenance Inspector/Specialists who are regularly assigned to the Public Works Operations Confined Space Inspection Team shall receive one dollar and twenty-five ($1.25) cents per hour for those hours actually spent working in confined spaces, as defined in subsection 2., below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for entering a confined space shall count as time spent actually working in confined spaces.

2. Confined spaces, as used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative Code. Examples of confined spaces which may be eligible include compartments, ducts, sewers, pipelines, vaults and pits.

I. Training Assignment Pay

1. Employees in the classification of Communications Coordinator I and II, Correctional Services Assistant, Correctional Services Technician and Radio Dispatcher shall be paid one (1) dollar per hour for all hours assigned to perform training functions.

2. Effective the first day of the first full pay period following Board of Supervisors’ adoption of this MOU, employees in the classification of Sheriff’s Community Services Officer shall be paid one (1) dollar ($1.00) for all hours assigned to train a new Community Services Officer.

J. Toxic Hazard Assignment Pay

Employees on pay status in the classification series of Forensic Scientist and the classification series of Forensic Specialist who are assigned to the
Clandestine Lab Section of Forensic Services shall receive one hundred seventy-five (175)-dollars ($175.00) per month (approximately $80.77 per pay period).

K. Advanced Certification Pay

Employees on pay status in the classifications listed below shall receive, in addition to their bi-weekly salary, the equivalent of one hundred nineteen (119)-dollars ($119.00) a month or approximately fifty-five (55)-dollars ($55.00) bi-weekly for receiving an Advanced Appraisal Certificate issued by the State Board of Equalization.

- Appraiser I
- Appraiser II
- Appraiser III
- Auditor Appraiser I
- Auditor Appraiser II
- Auditor Appraiser III

L. Commercial Driver’s License Pay

Employees in the classifications of Agricultural Standards Technician and Agricultural Standards Inspector who possess a valid Class A or B driver’s license shall be eligible to receive an additional sixty (60) cents per hour for all hours actually paid, based on the following criteria:

1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver’s license with air brakes endorsement.

2. Agency/Department management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.

3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay.

M. Major Accident Reconstruction Team (M.A.R.T.) Pay

Employees in the classification of Sheriff’s Community Services Officer on pay status and assigned to the Major Accident Reconstruction Team (M.A.R.T.) on a regular, full-time basis shall receive the equivalent of fifty three dollars and eight cents ($53.08) biweekly (approximately one hundred and fifteen dollar ($115) 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. shall be based on the ratio of hours actually paid to hours in a pay period (eighty (80) hours).
ARTICLE II  
PAY PRACTICES

Section 1.  
Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2.  
Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB., below, for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. 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 agency department head.

B.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 twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

D.C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase
eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

**ED.** 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. A performance rating of “Meets Performance Objectives” shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of “meets performance objectives” shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 (Step 12 for employees assigned to Salary Schedule G), and if granted, in what amounts, shall be solely within the discretion of the agency/department head and shall be based on merit.

**FE.** If, in the agency's/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 agency/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.

**GE.** Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

**Section 4. Salary on Promotion**

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

GE - 20
B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule,
his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

F. As soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, when an employee in the classification of Staff Specialist is assigned by the County to perform full supervisory responsibilities, the supervisory employee shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range. This provision does not apply when supervision is being provided to higher level professional and/or technical staff, including licensed professionals (e.g., psychiatrist, psychologist, nursing staff, IT staff, etc.).

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency/direction head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the
maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. **Salary on Reclassification**

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. **Salary on Reemployment**

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the
services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III   GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A. New Probation

1. Full-Time Employee

a. A new or reemployed employee in a regular or limited-term position in a law enforcement professional or technical class shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

b. A new or reemployed employee in a regular or limited-term position in a class other than a law enforcement professional or technical class, shall be placed on a new probation period for twenty-six weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

a. A new or reemployed part-time employee in a regular or limited-term position in a law enforcement professional or technical class shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

b. A new or reemployed part-time employee in a regular or limited-term position in a class other than a law enforcement professional or technical class shall be placed on a new probation period for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion, ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

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b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/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 agency/department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this
Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's agency/department Head shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an agency/department head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in E.1., 2. and 3. of this Article, below, and an employee who is permitted by the agency/department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one agency/department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official 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. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have his or her probation extended by the length of the Administrative Leave with Pay or suspension, with the extended probation period ending with the first day of the pay period after said extended date and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her agency/department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the agency/department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time

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employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.
Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.
D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An agency/department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.
B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on agency/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 agency/department to another.

Section 9. On-Duty Meals

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:
A. the employee’s performance “Meets” or “Exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the agency/department who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the agency/department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee’s healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Except as required by law, extra help employees shall not earn healthcare leave.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee’s personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care, or absences related to Family Leave as defined in Section 14 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19
vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

b.a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The agency/department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee's return to work, the employee must furnish the agency/department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to eight twenty-four (824) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:

   a. Absence caused by illness or injury to a member of the employee’s family except as provided in B above.

   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or
dental office calls when the agency/department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her
accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

**Section 2. Bereavement Leave**

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

A. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal-guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.

D. An employee may request additional time off for bereavement. Additional timeoff shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV—Section 1, Article V, or Article VI.

**Section 32. Authorized Leave Without Pay**
A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

4.2. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an agency/departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency/departme nt, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A, and 14, below. The agency/department head may require that all accumulated compensatory leave time be used prior to granting of agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental Leave shall be at the option of the employee.

2.3. B. Official Leave

a. 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. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted, except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee’s completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/departme nt. Failure to request an extension before the end of the Official Leave may result in denial of that extension. 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 agency/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 IV, Section 14, and applicable law shall be granted Official Leave to the extent required by such
Such Leave shall be authorized only after use of leave balances as specified below:

a. When Official Leave involves the employee’s own serious health condition—after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;

b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B.6 of this Article—after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used;

c. When Official Leave is used for all other reasons—after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

7. An Official Leave shall not be credited toward continuous service.

a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee's department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96, Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of
Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

   b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

   d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

   a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

   b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation,
Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).
6. Parenthood Leave

   a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

   b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

   c. To qualify for Parenthood Leave, employees must meet the following conditions:

      1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

      2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

      3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

      4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above, (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b, above (Family and Medical Leave Act and/or California Family Rights Act).

      5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave
a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee’s own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person’s health care provider with the same information listed in 8.a and 8.b, above, and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.
d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence

1. Leave for School and Child Care Activities

a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10
hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

1.2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV—Section 1, Section 1.B.8, Article V, or Article VI.

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
agency/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 Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability, including disabilities related to pregnancy and childbirth, provided that the employee meets the following conditions:

1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued healthcare leave, compensatory time, vacation time and/or 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 four (4) months over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.
Section 63. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 74. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 85. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

A.C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. OCEA shall make a request to the employee's agency department head at least ten (10) days in advance.
2. **B.** OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. **C.** The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

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**Section 96. Absence Without Authorization**

**A.** Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

**B.** When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 96.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;
2. a statement of the reasons for considering the employee to have automatically resigned;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;
6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

**C.** An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her agency/department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

**D.** An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

**E.** An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her
unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the agency/department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.
F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until such notice is given; however, the agency/department may waive the notice or reduce the notice period at its discretion.

Section 127. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:
1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on agency/departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.
H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 438. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (248 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. 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 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 the placement.

   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 arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is
on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered 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 OCEA agree that certain other types of leaves 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 family member 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 agency/department shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time 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 healthcare 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 agency/department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee’s need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/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/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 members 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.
Section 159. Attendance at Professional Conferences or to Conduct Professional Study

A. Employees in the classifications of Medical Assistant, Health Education Assistant or Health Education Associate may request five (5) working days leave with pay each fiscal year for attendance at professional conferences, or to conduct professional study (which may include home or web-based study), subject to the following conditions:

1. A request is made in advance on the Request to Attend a Conference Form or Request to Conduct Professional Study Form.

2. The conference or professional study is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance or professional study, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the department agency director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.) and in the case of professional study, appropriate certification of CEU credits.

6. The employee's workload is current and his or her performance "meets" or “exceeds” performance expectations.

B. Attendance at conferences or requests to conduct professional study by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department agency or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than five (5) days Leave for attendance at a professional conference or to conduct professional study in any one (1) year under this provision; however, approval shall be at the discretion of the agency department.
E. Attendance at conferences outside of the United States will require approval of a department head.

Section 16. LEAVE LANGUAGE WORKING GROUP

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6,240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours.

The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

E. Employees in the classes of Real Property Agent I, Real Property Agent II, and Real Property Agent III, shall earn an additional .0193 hours of vacation for each hour of pay during the regularly scheduled workweek, but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such additional credit shall be applied to vacation accrual account only upon completion of each pay period. The maximum allowable vacation credit at any one (1) time for employees in the above classes with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours. The maximum allowable vacation credit at any one (1) time for employees in the above classes with ten (10) or more years of continuous County service shall be three hundred twenty (320) hours.
(20,800 regularly scheduled hours) shall be four hundred (400) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C. and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C. and E) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee’s account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

J. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.
K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

   Animal Control Officer
   Animal Control Officer Trainee
   Correctional Services Technician
   Dispatch Services Operator
   Radio Dispatcher
   Radio Dispatcher Trainee
   Senior Animal Control Officer
   Sheriffs Community Services Officer
B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. and 1.E, above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances, then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI  ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019, the implementation of the 2019-2023 MOU.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition...
of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee’s hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/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.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100% (320 hours for Real Property Agent I, II and III)</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100% (400 hours for Real Property Agent I, II and III); the remaining balance, after the 320 hours (400 hours for Real Property Agent I, II and III) are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours (320 hours for Real Property Agent I, II and III) for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours (400 hours for Real Property Agent I, II and III) for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Sections 1.D. and E. Remaining hours, up to the accrual limits specified in Article V, Sections 1.D. and E., will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive prorated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.
D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII    HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, County employees shall observe the following holidays:

2023:

| 202349:   | Independence Day, July 4          |
|          | Labor Day, September 42           |
|          | Native American Day, September 22 |
|          | Columbus Day, October 14          |
|          | Veteran’s Day, November 11        |
|          | Thanksgiving Day, November 23     |
|          | Day After Thanksgiving, November 24 |
|          | Christmas Day, December 25        |

2024:

| 20240:    | New Year’s Day, January 1         |
|          | Martin Luther King, Jr.’s Birthday, January 152 |
|          | Lincoln’s Birthday, February 12   |
|          | Washington’s Birthday, February 19 |
|          | Memorial Day, May 275             |
|          | Independence Day, July 4          |
|          | Labor Day, September 27           |
|          | Native American Day, September 27 |
|          | Columbus Day, October 12          |
|          | Veteran’s Day, November 11        |
|          | Thanksgiving Day, November 286    |
|          | Day After Thanksgiving, November 279 |
|          | Christmas Day, December 25        |

2025:

| 20251:    | New Year’s Day, January 1         |
|          | Martin Luther King, Jr.’s Birthday, January 17 |
|          | Lincoln’s Birthday, February 17   |
|          | Washington’s Birthday, February 21 |
|          | Memorial Day, May 261             |
|          | Independence Day, July 4          |
|          | Labor Day, September 16           |
|          | Native American Day, September 26 |
|          | Columbus Day, October 11          |
|          | Veteran’s Day, November 11        |
|          | Thanksgiving Day, November 275    |
|          | Day After Thanksgiving, November 268 |
|          | Christmas Day, December 25 (Observed) |
|          | New Year’s Day (Observed)         |

2022:

| 2022:     | Martin Luther King, Jr.’s Birthday, January 17 |
|          | Lincoln’s Birthday, February 12 |
|          | Washington’s Birthday, February 21 |
Memorial Day, May 30
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 26 (Observed)

New Year’s Day, January 21 (Observed)
Martin Luther King, Jr.’s Birthday, January 18
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 25

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in E. below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day or New Year’s Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 or January 1 as part of their normal work schedule. In such cases the employee may, with department approval, observe the Christmas holiday on December 25 or New Year’s Day holiday on January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday or for both January 1 and the following Monday.

D. Except as provided in E. below, when a holiday other than Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day or New Year’s Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 or January 1 as part of their normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding or for both January 1 and the Friday immediately preceding.
F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with agency/department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

Employees Regularly Scheduled to Work on the Holiday

1. Employees in the classification of Waste Inspector or Waste Inspector Trainee who are regularly scheduled to work on New Year’s Day, Independence Day and/or Christmas Day will observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.

2. Employees of Orange County Parks and Orange County Animal Care who are required to work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

3. Employees of the Orange County Sheriff’s Department will observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.
Section 3. **Holiday Pay**

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. **Compensation for Holidays Falling on Scheduled Days Off**

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. **Compensation for Work on Holidays**

1. An employee who is required to work on Columbus Native American Day, Veteran’s Day, Day after Thanksgiving, Martin Luther King, Jr.’s Birthday, Lincoln’s Birthday or Washington’s Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year’s Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee’s basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.
F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation, or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the agency/department certifies that the employee was required to use a privately owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Tools**

Employees in the below listed classes who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred (400) dollars per fiscal year. Eligible employees shall include employees in the following classes:

- Communications Installer
- Communications Installer Technician
- Communications Technician I
- Communications Technician II
- Investigative Technician I, DA
- Investigative Technician II, DA
- Sound Systems Technician

Section 4. **Boots**

**A.** Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of one hundred and fifty dollars ($150) per fiscal year. Reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per C. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher or a reimbursement.

**B.**

**A.**

1. Animal Control Assistant
   Animal Control Public Education Officer
   Animal Control Officer Trainee
   Animal Control Officer
   Building Inspector I, II, III and IV
   Building Inspector II
   Building Inspector III
   Building Inspector IV
   Construction Inspector
Planner I assigned to Planning and Development Services
Department – Code Enforcement
Safety and Training Officer assigned to OC Public Works
Senior Animal Control Officer
Senior Construction Inspector
Senior Waste Inspector, OCWR
Waste Inspector, Trainee

Waste Inspector

2.
3. Employees in the below-listed classes who are required to furnish their own safety workboots shall be eligible for reimbursement up to one hundred fifty dollars ($150) per fiscal year.

4.
5. Construction Inspector
6. Senior Construction Inspector
7.
4. Employees in the below listed classes that are regularly assigned field assignments and who are required to furnish their own safety workboots shall be eligible for reimbursement up to a maximum of one hundred fifty dollars ($150) per fiscal year.

2.

Engineering Technician Trainee  
Engineering Technician  
Senior Engineering Technician  
Engineering Geologist  
Maintenance Inspector Specialist  
Surveyor I  
Surveyor II

5.3. D. Employees of the Orange County Public Works Dept. (OCPW) in the below listed classes that are regularly assigned field or wilderness assignments and who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of $150 per fiscal year:

Agricultural Standards Technician  
Agricultural Standards Inspector  
Civil Engineer (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)  
Civil Engineer Assistant (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)  
Environmental Resource Specialist  
Environmental Resource Technician

C. For employees in classifications not listed in B., above, but who are authorized by the Department Head to receive safety work boots, the following applies:

1. As a result of their duties, the employees are required to wear safety compliant work boots.
2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.
3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.
5. The department is able to absorb any increased costs within its existing budget.
6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B.D. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classification who are required to wear compliant protective footwear.

C. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.

D. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

Section 5. Educational and Professional Reimbursement

A. Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of "does not meet performance objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency/department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated agency or department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
Section 8. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee’s right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held暂缓执行。
in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation.

Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

E.

E. 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.

G. G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other’s files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

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A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same agency/department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify agency/department heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her
supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
   a. the representative checks in and checks out with the supervisor of the unit; and
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:
a. an interpretation or an application of this Memorandum of Understanding;

b. a performance evaluation rating of “does not meet performance objectives”;

c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or

d. a written reprimand;

d-e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

e-f. a release from a promotional probationary release alleging discrimination pursuant to Article III, Section 1.C.3.;

Items a., b., c., or d., above, it may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or Aappeal of a suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing
the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

   a. Findings of Facts

   An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:
b. Remedies - All Disciplinary Actions (Other than Discharge)

1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?
2. **Findings of Facts and Remedies**

   a. In the event the arbitrator finds no violation of Article XVII, **NONDISCRIMINATION**, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVII, **NONDISCRIMINATION**, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

   c. In the event the arbitrator finds a violation of Article XVII, **NONDISCRIMINATION**, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release; may be sustained.

      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

      3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. **General Provisions**

   1. Except as otherwise required by law, all the costs of an arbitration 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 arbitrable issues, the proper division of costs shall be determined by the arbitrator.

   2. Grievance/Appeal hearings by an arbitrator shall be private.

   3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours
shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are 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 makes such an offer in writing to the employee.

Section 2.  Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/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 an agency/department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an agency/department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agency/department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, the employee’s layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their agency 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 their agency in writing 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.

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2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their agency/department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agency/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 AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY/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 an **AGENCY/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 an **AGENCY/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 **AGENCY/DEPARTMENTAL REINSTATEMENT LIST** for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on the **COUNTY PREFERRED ELIGIBLE LIST** for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5, in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an 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 **AGENCY/DEPARTMENTAL REINSTATEMENT LIST** and the **COUNTY PREFERRED ELIGIBLE LIST** shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while 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 OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2.  Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers’ compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers’ compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee’s option, in that order.
ARTICLE XIII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the employee’s agency/department. The employee so designated shall suffer no loss of pay when this function is performed during the employee’s regularly scheduled work hours.
Section 3. **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee’s absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

A. The County will provide uniforms for regular employees in the following assignments:

1. Public Works Department
   Agricultural Standards Inspector
   Information Technologist II assigned to Facilities Operations
   Warehouse Worker I, II, III and IV
   Weed Abatement Inspector

2. Probation Department
   Food Service Worker
   Institutional Cook
   Senior Institutional Cook

3. Sheriff - Coroner Department
   Communications Installer
   Communications Technician I, II
   Correctional Farm Supervisor
   Institutional Cook
   Senior Institutional Cook
   Correctional Services Technician
   Cook Trainee
   Crime Prevention Specialist
   Engineering Technician
   Forensic Scientist I, II, III
   Forensic Specialist
   Informational Technologist I, II
   IT Network Engineer I
   IT Systems Engineer I, II
   Lead Forensic Specialist
   Legal Property Technician
   Radio Dispatcher
   Radio Dispatcher Trainee
   Senior Forensic Specialist
   Senior Institutional Cook
   Sheriff Facilities Maintenance Specialist I, II
   Sheriff's Call Taker
   Sheriff's Community Services Officer
   Sheriff's Correctional Services Assistant
   Sheriff's Technician
   Technical Systems Specialist
   Telecommunications Engineer I, II, III
   Utility Worker/Driver
   Video Producer
B. The County will continue the current system of providing and/or laundering uniforms for all other groups of employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/departmnet, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to OCEA on agency/departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the agency/department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5. Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI    MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her agency/department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agency/department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5 of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3 of this Article shall be extended forty-five (45) days.
Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX INSURANCE

Section 1. Health Plans and Premium Contributions

A. Full-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
   a. Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;
   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.
   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only Coverage – one hundred (100) percent of the premium;

b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program.

E.
D. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

F. __

G. D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse's health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

H. __

I. 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 pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

J. __

K. F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

L. __

M. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

J. __

N. __

O.K. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.
Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.
Section 3. **Other Insurance Coverage**

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:

   a. the actual cost of benefits provided by the trust fund;

   b. member contributions to the cost of benefits provided by the trust fund;

   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);

   d. a summary of other trust fund expenditures; and

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e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transactions of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. **Retiree Medical Plan**

A. **Retiree Medical Grant**

   Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

   1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

   2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

   3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.
a. Upon implementation of the Plan for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to
September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the
Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.
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 without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. **Deferred Retirement**

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

5. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

D. **Survivor Benefits**

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

E. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

   Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

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F. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

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*Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.*

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ARTICLE XX    DEFINED CONTRIBUTION

Section 1  An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2  The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3.  This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

   a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

   b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan.  Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

   c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee.  Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

   d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.  Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

   e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C.  In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

   f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI      RETIREMENT

Section 1.  Retirement Benefit Levels

A.  For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

1.  Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a.  For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b.  For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2.  1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a.  Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b.  In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c.  In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in
the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65”
benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

- The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

- “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.
The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the General Unit for classes in effect on June 21, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year. All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Agency/Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2.  Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every agency/department shall have an LMC.

2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2019-2023 MOU, the salary schedule will be increased by 2.504.75%.

2. Effective July 3, 2020June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2021June 27, 2025, the salary schedule will be increased by 2.504.0%.

4. Effective July 1, 2022, the salary schedule will be increased by 3.5%.
Article XXVIII DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Section 1. — Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the County General Unit as of June 21, 2019 June 30, 2023:

7806GE Accountant/Auditor I
7807GE Accountant/Auditor II
5015GE Agricultural/Standards Inspector
5010GE Agricultural/Standards Technician
5220GE Airport Access/Noise Specialist I
5224GE Airport Access/Noise Specialist II
5500GE Airport Operations Officer
5357GE Airport Technical Associate
5917GE Animal Control Assistant
5905GE Animal Care Officer
5907GE Animal Care Officer Trainee
5911GE Animal Control Public Education Officer
5916GE Animal Control Services Representative
0214GE Appraiser I
0218GE Appraiser II
0222GE Appraiser III
0210GE Appraiser Trainee
1154GE Archivist
0599GE Assessment Technician II
0600GE Assessment Technician III
0598GE Assessment Technician Trainee
2108GE Assistant Planner
2110GE Associate Planner
1934GE Associate Project Manager
7863GE Auditor-Appraiser I
7866GE Auditor-Appraiser II
7868GE Auditor-Appraiser III
7860GE Auditor-Appraiser Trainee
4001GE Biometric Identification Specialist I
4002GE Biometric Identification Specialist II
4003GE Biometric Identification Specialist III
5322GE Building Inspector
1781GE Cadastral Technician I
1787GE Cadastral Technician II
1780GE Cadastral Technician Trainee
6521GE Child Support Specialist
1815GE Civil Engineer
1810GE Civil Engineering Associate
6549GE Civilian Economic Crime Investigator
8394GE Claims Representative
8397GE Claims Technician
6201GE Code Enforcement Officer
0359GE Collection Officer I
0360GE  Collection Officer II
0357GE  Collection Officer Trainee
3370GE  Communications Coordinator I
3371GE  Communications Coordinator II
3374GE  Communications Installation Technician
3362GE  Communications Installer
3376GE  Communications Technician I
3381GE  Communications Technician II
4708GE  Community Health Assistant I
4709GE  Community Health Assistant II
4710GE  Community Health Assistant III
2550GE  Community Relations Assistant - Library
3970GE  Comprehensive Care X-Ray Technician
7992GE  Computer Forensic Examiner
1118GE  Computer Graphics Specialist
7913GE  Computer Processing Assistant I
7915GE  Computer Processing Assistant II
5360GE  Construction Inspector
8381GE  Contract Services Monitor
3926GE  Coroner Technician
3925GE  Coroner Technician Trainee
7452GE  Correctional Farm Supervisor
2750GE  Correctional Programs Technician
7451GE  Correctional Services Technician
8908GE  Crime Prevention Specialist
0686GE  Customer Service Representative
6510GE  Defense Investigator I
6514GE  Defense Investigator II
6515GE  Defense Investigator III
6509GE  Defense Investigator Trainee
6570GE  Disability Retirement Investigator
0692GE  Dispatch Services Operator
7892GE  District Attorney Senior Forensic Accountant
7057GE  Education Assistant, Correctional Facility
2752GE  Education Services Coordinator
0646GE  Election Field Representative
5715GE  Emergency Management Program Coordinator
5708GE  Emergency Medical Services Specialist
1841GE  Engineer/Architect Assistant
1859GE  Engineering Geologist
1724GE  Engineering Technician
1705GE  Engineering Technician Trainee
5102GE  Environmental Health Technician I
5103GE  Environmental Health Technician II
1763GE  Environmental Resources Specialist
1762GE  Environmental Resources Technician
1457GE  Facilities Contract Services Inspector
0676GE  Financial Counselor II
2300GE  Law Clerk
3953GE  Lead Forensic Specialist
7450GE  Legal Property Technician
2400GE  Library Assistant I
2401GE  Library Assistant II
3588GE  Maintenance Inspector
8392GE  Materials Regulation Specialist, OC Waste & Recycling
1666GE  Materials Testing Technician
1665GE  Materials Testing Technician Trainee
4107GE  Medical Assistant
4104GE  Nursing Assistant
2303GE  Paralegal
2302GE  Paralegal Trainee
1661GE  Permit Technician
1660GE  Permit Technician Trainee
4515GE  Pharmacy Technician
1115GE  Photo-Reproduction Technician
0244GE  Principal Appraiser
0602GE  Principal Assessment Technician
1116GE  Printing Production Scheduler
9005GE  Procurement Buyer
9000GE  Procurement Buyer Trainee
9110GE  Procurement Contract Specialist
1842GE  Professional Engineer/Architect
1936GE  Project Manager
4701GE  Public Health Investigator
4700GE  Public Health Investigator Trainee
0680GE  Public Safety Dispatcher
0695GE  Radio Dispatcher
0693GE  Radio Dispatcher Trainee
3960GE  Radiologic Technologist
0320GE  Real Property Agent I
0324GE  Real Property Agent II
0326GE  Real Property Agent III
0318GE  Real Property Technician
0317GE  Real Property Technician Aid
0515GE  Recordable Documents Examiner Trainee
0517GE  Recordable Documents Examiner
5920GE  Registered Veterinary Technician
8369GE  Research Analyst I
8373GE  Research Analyst II
8371GE  Research Analyst III
8374GE  Research Analyst IV
0828GE  Retirement Benefits Specialist I
0826GE  Retirement Benefits Specialist II
0860GE  Retirement Benefits Technician
0862GE  Retirement Program Specialist
8808GE  Safety Specialist

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5909GE Senior Animal Care Officer
5324GE Senior Building Inspector
1789GE Senior Cadastral Technician
6523GE Senior Child Support Specialist
8395GE Senior Claims Representative
1117GE Senior Computer Graphics Specialist
5361GE Senior Construction Inspector
5716GE Senior Emergency Management Program Coordinator
3956GE Senior Forensic Specialist
1622GE Senior Institutional Cook
2402GE Senior Library Assistant
9006GE Senior Procurement Buyer
4703GE Senior Public Health Investigator
0863GE Senior Retirement Program Specialist
8809GE Senior Safety Specialist
0495GE Senior Sheriff's Records Technician
7448GE Sheriff Facilities Maintenance Specialist I
7449GE Sheriff Facilities Maintenance Specialist II
6120GE Sheriff's Call Taker
6122GE Sheriff's Community Services Officer
6116GE Sheriff's Correctional Services Assistant
6115GE Sheriff's Correctional Services Assistant Trainee
0494GE Sheriff's Records Technician
0493GE Sheriff's Records Trainee
0543GE Sheriff's Technician
3187GE Shop Planner - Electrical, Mechanical
3186GE Shop Planner - Structural
1138GE Sign Technician
8103GE Staff Aid I
8105GE Staff Aid II
8542GE Staff Assistant
7091GE Staff Development Specialist
8543GE Staff Specialist
1716GE Surveyor I
1717GE Surveyor II
7906GE Technical Systems Specialist
1890GE Telecommunications Engineer I
1891GE Telecommunications Engineer II
1892GE Telecommunications Engineer III
0683GE Telephone Console Attendant
0674GE Training Assistant/Sheriff
1015GE Utility Worker/Driver
5151GE Veterinary Assistant
1148GE Video Producer
7056GE Vocational Instructor, Correctional Facility
0929GE Warehouse Worker I
0930GE Warehouse Worker II
0931GE Warehouse Worker III
0932GE  Warehouse Worker IV
8390GE  Waste Inspector
8391GE  Waste Inspector Trainee
7446GE  Weapons Instructor, Sheriff
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding ("MOUs") between the County of Orange ("County") and the Orange County Employees Association ("OCEA") for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:  FOR THE COUNTY OF ORANGE:

Charles Barfield Colette Farnes
General Manager Date Chief Human Resources Officer

Don Drozd Jamie Newton
General Counsel Date Director, Employee & Labor Relations

Tia Grasso Kim Derrick
Associate General Counsel Date Director, Employee Benefits

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

COUNTY HEALTHCARE PROFESSIONAL UNIT

2023 – 2026

COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COUNTY HEALTHCARE PROFESSIONAL UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the County Healthcare Professional Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence where the employee has balances posted shall be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the terms, “sick” and/or “sick leave.”
**LIMITED-TERM EMPLOYEE** shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a Leave of Absence.

**LIMITED-TERM POSITION** shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

**PART-TIME EMPLOYEE** shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

**PERSONAL BUSINESS** shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

**PERSONAL EMERGENCY** shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

**PRACTICABLE** means feasible; reasonably able to accomplish.

**PROBATIONARY EMPLOYEE** shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

**PROMOTION** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

**REASSIGNMENT** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

**RECRUITING STEP** shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

**REDUCTION** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.
REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I  WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.  Workweek

A.  The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours.  The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80.  For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day.  However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated.  Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, shall be overtime.  Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Agency/Department Operations Center (DOC), shall be overtime.

1.  Employees shall receive compensation on a biweekly basis.  The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2.  Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days.  Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

B.  The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C.  No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D.  The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect.  Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E.  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.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a. four (4) ten (10) hour workdays per week;
   
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks;
   
   c. twelve (12) hour workdays;
   
   d. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.  

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B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3. above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.

5. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

7. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in 5. and 6., below, 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. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

3. Except as provided in 4., 5. and 6. below, the rate of night shift differential shall be five (5) percent of the employee’s basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.
4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

- Behavioral Health Nurse
- Comprehensive Care Physician Assistant I
- Comprehensive Care Physician Assistant II
- Licensed Vocational Nurse
- Nurse Practitioner Candidate
- Nurse Practitioner I
- Nurse Practitioner II
- Physician Assistant I
- Physician Assistant II
- Public Health Nurse I
- Public Health Nurse II
- Public Health Nurse III
- Senior Public Health Nurse
- Senior Staff Nurse
- Staff Nurse

5. An employee in the below listed classes who works an assigned night shift where the majority of hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy-five ($1.75) cents per hour for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

- Clinical Psychologist I
- Clinical Psychologist II
- Clinical Social Worker I
- Clinical Social Worker II
- Comprehensive Care Licensed Vocational Nurse
- Comprehensive Care Nurse I
- Comprehensive Care Nurse II
- Comprehensive Care Nurse Practitioner I
- Comprehensive Care Nurse Practitioner II
- Comprehensive Care Physicians Assistant I
- Comprehensive Care Physicians Assistant II
- Marriage Family Therapist I
- Marriage Family Therapist II

6. An employee in the below listed classes who works an assigned late night shift where the majority of hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five ($2.75) cents per hour for each
hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Clinical Psychologist I
Clinical Psychologist II
Clinical Social Worker I
Clinical Social Worker II
Comprehensive Care Licensed Vocational Nurse
Comprehensive Care Nurse I
Comprehensive Care Nurse II
Comprehensive Care Nurse Practitioner I
Comprehensive Care Nurse Practitioner II
Comprehensive Care Physicians Assistant I
Comprehensive Care Physicians Assistant II
Marriage Family Therapist I
Marriage Family Therapist II

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

C. Call-Back Pay

1. When an employee returns to work because of an department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in Section 4.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.

   a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Exceptional Bilingual Pay

   Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

   Behavioral Health Nurse
   Clinical Psychologist I
   Clinical Psychologist II
   Comprehensive Care Licensed Vocational Nurse I
   Comprehensive Care Licensed Vocational Nurse II
   Comprehensive Care Nurse I

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Comprehensive Care Nurse II
Comprehensive Care Nurse III
Comprehensive Care Nurse Practitioner
Comprehensive Care Nurse Practitioner I
Comprehensive Care Nurse Practitioner II
Comprehensive Care Physician Assistant I
Comprehensive Care Physician Assistant II
Dentist
Health Educator
Licensed Vocational Nurse
Nurse Mid-Wife I
Nurse Mid-Wife II
Nurse Practitioner I
Nurse Practitioner II
Nurse Practitioner Candidate
Occupational Therapist I
Occupational Therapist II
Occupational Therapist III
Public Health Nutritionist I
Public Health Nutritionist I
Physical Therapist I
Physical Therapist II
Physical Therapist III
Physician Assistant I
Physician Assistant II
Physician-Specialist
Psychiatrist
Psychologist I
Psychologist II
Public Health Medical Officer I
Public Health Nurse I
Public Health Nurse II
Public Health Nurse III
Senior Public Health Nurse
Senior Staff Nurse
Staff Nurse

3. Specialized Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform specialized bilingual duties that are essential to the performance of their professional duties and responsibilities shall receive an additional ninety (90¢) cents per hour (approximately one hundred and fifty-six ($156) dollars per month) for all hours actually paid:
4. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

5. Bilingual pay shall not apply to workers' compensation supplement pay.

6. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the department head, who will consider it according to:
   a. department need;
   b. availability of a qualified replacement; and
   c. availability of another suitable assignment for the requesting employee.

7. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An employee classified in one of the classes listed below who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Juvenile Hall, Theo Lacy Branch Jail or James Musick Facility shall, in addition to biweekly salary, be paid an additional one dollar and fifty ($1.50) cents per hour for all paid hours:

   Behavioral Health Clinician I
   Behavioral Health Clinician II
   Clinical Psychologist I
   Clinical Psychologist II
   Dental Assistant I
   Dental Assistant II
   Dental Hygienist
   Dentist
   Pharmacist
   Physician I – Correctional
   Physician II – Correctional
   Physician III – Correctional
   Psychiatrist I
2. **Comprehensive Care Nurse Jail Incentive**

   An employee in any of the below listed classes assigned to work in an adult or juvenile correctional or institutional facility shall, in addition to his or her regular pay, be paid one dollar and fifty (\$1.50) cents per hour for all hours paid.

   Comprehensive Care Licensed Vocational Nurse  
   Comprehensive Care Nurse I  
   Comprehensive Care Nurse II  
   Comprehensive Care Nurse Practitioner I  
   Comprehensive Care Nurse Practitioner II

3. **Jail Salary Supplement and Comprehensive Care Nurse Jail Incentive** shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

4. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.

F. **Board Certification Pay**

1. For the purposes of this section, Board Certification shall mean those Board Certifications designated by a State of California or National Board.

2. Employees in pay status and assigned on a regular, full-time basis in the classifications in the Physician/Physician - Correctional series, Public Health Medical Officer I, and Clinical Psychologist II, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of three hundred fifty dollars (\$350) monthly (approximately one hundred sixty-one dollars and fifty-four cents (\$161.54) bi-weekly).

3. Employees in pay status and assigned on a regular, full-time basis in the classifications of Occupational Therapist II, Occupational Therapist III, Physical Therapist II and Physical Therapist III, who are Board Certified in Pediatric Specialty, shall receive, in addition to his or her salary, the equivalent of three hundred fourteen dollars ($314) monthly (approximately one hundred forty-five dollars ($145) bi-weekly.)

4. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of eight hundred dollars ($800) monthly (approximately three hundred sixty-nine and twenty-three cents ($369.23 biweekly).

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5. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist who, in addition to the above Board Certification, are also Board Certified in a subspecialty area such as Child and Adolescent, Geriatrics, or Forensic Psychiatry, when said subspecialty certification is related to his or her assignment, shall receive, in addition to his or her salary the equivalent of one thousand dollars ($1,000) monthly (approximately four hundred sixty-one and fifty four cents ($461.54) biweekly).

6. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist, who are designated by the Health Care Agency to perform in the role of Systems of Care Administrator (Medical Director) or MD/Chief of Direct Services shall be paid, in addition to his or her salary, the equivalent of one thousand five hundred forty dollars ($1,540) monthly (approximately seven hundred ten dollars and seventy-seven cents ($710.77) biweekly).

7. Employees in part-time regular or part-time limited-term positions shall receive pro-rata Board Certification pay in bi-weekly segments.

8. Employees are only eligible to receive one of the above listed premium pays, and shall receive the highest premium pay based on the above eligibility criteria and assignment.

G. Licensure Differential Pay

1. Employees designated by the department in the classifications of Psychiatrist, in the Physician/Physician - Correctional series, and Public Health Medical Officer I whose license is used to authorize the performance of duties and/or whose oversight is required for the performance of duties of a nurse practitioner or physician's assistant shall receive a licensure differential of one dollar and sixty cents ($1.60) for each hour such licensure is required.

H. Toxic Hazardous Duty On-call Pay

An employee in the class of Hazardous Waste Specialist assigned to the Emergency Response Team for the purpose of responding to a toxic hazard emergency shall be paid $1.00 (one-dollar) per hour for all hours required per emergency call-out.

I. Nurse Retention Incentive

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of
approximately 5,200 service hours (approximately five equivalent years of service).

2. Upon completion of approximately 20,800 service hours (approximately ten years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.

4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

J. Nurse Hiring Incentive

Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand ($1,000) dollars, within (2) pay periods after completion of new employee probation.

K. Clinical or Mental Health Supervision Pay

Employees in the classification of Clinical Psychologist II or Behavioral Health Clinician II, whose license is used to authorize the performance of duties and who are designated by the department to provide supervised clinical hours, shall be paid an additional two dollars ($2.00) for all hours such licensure is required.

L. Special Assignment Pay

Any full-time regular, limited term or probationary employee in the following classifications permanently assigned to the Crisis Stabilization Unit (CSU), Crisis Assessment Team (CAT), which includes the Psychiatric Emergency Response Team (PERT), shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked:

Behavioral Health Clinician I & II

There shall not be any duplication or pyramiding of rates paid under this Section.
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.B. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

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Section 3. Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of “meets performance objectives” shall earn a two (2) step increase.
E. If, in the department’s judgment, the employee’s performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee’s merit increase eligibility date shall not be changed by such deferral.

F. Should an employee’s merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top pay range to which employee is being promoted.

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Section 5. **Salary on Reassignment**

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, their salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. **Salary on Reduction**

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date, except:

1. The salary of an employee in the classification of Behavioral Health Nurse who voluntarily reduces to Public Health Nurse Trainee shall be treated as a reassignment as the employee will not be required to take a reduction in pay, shall remain on the Behavioral Health Nurse salary schedule and remain at the same salary step. The reassigned employee will serve a promotional probation period in accordance with Article III, Section 1.B. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the Public Health Nurse Trainee class. Any merit increases granted as a Public Health Nurse Trainee shall not exceed the top step of the Behavioral Health Nurse salary schedule. If the Public Health Nurse Trainee promotes to Public Health Nurse or any other classification with a higher salary range than Behavioral Health Nurse, the promotion will be subject to Article II, Section 4, Salary on Promotion.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. **Salary on Reclassification**
The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit
A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employees choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III  GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2.  Part-Time Employee

A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

B.  Promotional Probation

1.  Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a.  A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

   b.  A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's department head shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to
promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When a department head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E.1., 2. and 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

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2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the department head shall retain their former status and
retain their layoff benefits in their former layoff unit. The department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.
B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on departmental leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one department to another.

Section 9. On-Duty Meals

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

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A. the employee's performance "meets" or "exceeds" performance objectives; and 

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and 

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

Section 11. Training 

A. Upon approval of the department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs. 

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation. 

C. The department will request the Sheriff-Coroner Department to schedule classes in Weaponless Defense Training. Such training will be made available to all employees with first priority to employees in field assignments.
ARTICLE IV  LEAVE PROVISIONS

Section 1.  Healthcare Leave

A.  Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B.  Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee's illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee.
employee’s family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below).

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee’s return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

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7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee's family except as provided in B. above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
</tbody>
</table>

   HP-36
5 but less than 10 25%
10 but less than 15 50%
15 but less than 20 75%
20 or more 100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those
previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.


a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five
(5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. **Family and Medical Leave Act**
a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.
c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6)
months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b., above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave

a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the
leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person's health care provider with the same information listed in 8.a and 8.b, above and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen days,
(15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

   a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

   b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

   c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence

   1. Leave for School and Child Care Activities

      a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

      b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

   2. Bereavement Leave

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Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV, Section 1.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee’s regular rate of pay for those hours of absence due to the jury duty which occur during the employee’s regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 4. Witness Leave
A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 5. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. OCEA shall make a request to the employee's department head at least ten (10) days in advance.
2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.
3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:
1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of HP-47
Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in HP-48.
Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 8. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (24 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 9. Leave for Attendance at Professional Conferences or to Conduct Professional Study

A. Employees may request five (5) working days leave with pay each fiscal year for attendance at professional conferences, or to conduct professional study (which may include home or web-based study), subject to the following conditions:

1. A request is made in advance on the Request to Attend a Conference Form or Request to Conduct Professional Study Form.

2. The conference or professional study is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance or professional study, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the department director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.) and in the case of professional study, appropriate certification of CEU credits.

6. The employee's workload is current and his or her performance "meets" or "exceeds" performance expectations.

B. Attendance at conferences or requests to conduct professional study by eligible members of this Unit shall be scheduled throughout the fiscal year to
avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than five (5) days Leave for attendance at a professional conference or to conduct professional study in any one (1) year under this provision; however, approval shall be at the discretion of the department.

1. Attendance at conferences outside of the United States will require approval of a department head.

Section 10. Nurse Continuing Education (CEU) Leave

A. Full-time, regular nurses may request time off without loss of pay of up to thirty (30) hours every two fiscal years for purposes of completing required hours of Continuing Education Unit (CEU) training. Part-time, regular nurses may request a pro-rated amount of time for this purpose, based on the number of hours regularly worked. This time off is subject to the following conditions:

1. A request for time off is made in advance following applicable department requirements.

2. The course is job-related and qualifies for CEU credit. However, if the requested course is to obtain CEUs towards maintaining the registration or licensure that is a requirement of the position the employee holds with the County, then the course content does not have to be directly related to the current assignment. However, the course must be eligible for CEU credit with the applicable licensure Board.

3. The employee pays all costs connected with obtaining the CEUs including registration, meals, transportation and/or lodging, if any.

4. The completion of the CEU course is in the United States.

5. The employee agrees to provide within two (2) weeks following course completion, appropriate certification of CEU credit.

6. The employee's workload is current and their performance “meets” or “exceeds” performance expectations.
ARTICLE V  VACATION

Section 1.  Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6,240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.
C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C.,D., and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C., D., and E.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.
M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

   Clinical Psychologist I
   Clinical Psychologist II
   Pharmacist
   Physician I
   Physician I – Correctional
   Physician II
   Physician II – Correctional
   Physician III
   Physician III – Correctional
   Psychiatrist
   Psychologist
   Public Health Medical Officer I

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the
applicable cap (as set forth in Section 1.D. above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) hours or more of accrued, unused Annual Leave balances, then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI  ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977 and before June 21, 2019.

Section 1.  Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A.  Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave.  Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B.  Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2.  Use of Annual Leave for Illness or Injury

A.  Annual Leave may be applied to:

1.  An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2.  Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3.  Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4.  Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family.  For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5.  Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).  Use of this leave is limited to the time period specified in Labor Code section 233.  For purposes of this Subsection “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been
entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Payoff of Unused Annual Leave

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued
vacation and annual leave. Accrued vacation will be paid at 100% up to
the accrual limits specified in Article V, Section 1.D. Remaining hours,
up to the accrual limits specified in Article V, Section 1.D, will be paid
from the annual leave accrual. (Accrued vacation that is taken as time-
off for purposes of retirement (See Article V, Section 2.L.), will be
considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive
pro-rated payouts at the time of separation in the percentages
referenced above for all accrued annual leave hours remaining after the
100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous
service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County
retirement may elect either to take annual leave as time off, or be paid for his
or her annual leave in a lump sum payment. The amount of annual leave
which can be taken as time off shall be limited to the amount of hours the
employee is eligible to receive at 100%. The remaining balance (up to the
allowed maximum less the hours taken as time off) shall be paid in
accordance with the annual leave payoff provisions above.

B. Notwithstanding the above, any Annual Leave taken as time off during the final
two (2) pay periods of employment with the County will be deducted from the
Annual Leave payoff provisions set forth above. This provision shall not apply
to the use of Family Leave, Pregnancy Disability Leave, Workers
Compensation Leave, or other statutorily protected leave during the final two
(2) pay periods of employment.
ARTICLE VII  

HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, County employees shall observe the following holidays:

2023:

Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Veterans Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2024  
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 27
Independence Day, July 4
Labor Day, September 2
Native American Day, September 27
Veterans Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 29
Christmas Day, December 25

2025  
New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 20
Lincoln’s Birthday, February 12
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 1
Native American Day, September 26
Veterans Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25

2026  
New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 19
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 25

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B. Except as provided in C., below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day or New Year's Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 or January 1, respectively, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday, or for both January 1 and the following Monday.

C. Except as provided in C., below, when Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 or January 1, respectively, as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding, or for both January 1 and the Monday immediately preceding.

D. Employees in the classification of Veterinarian who are required to work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

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 each regularly scheduled hour of work for that day. For employees on a 9/80 schedule, if the holiday falls on the employee’s regularly scheduled 8 hour day, the employee shall receive eight (8) hours pay, computed at the employee’s basic hourly rate. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.

B. **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.

C. **Compensation for Work on Holidays**
   1. An employee who is required to work on Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.’s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.
   2. An employee who is required to work on Christmas Day, New Year’s Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee’s basic hourly rate for the number of hours actually worked.
   3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

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D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

E. 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.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Except as provided in A.2., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

2. For an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

3. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

4. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the department certifies that the employee was required to use a privately owned vehicle on County business.

Section 2.  Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

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Section 3. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, the maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. **Boots**

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A.  In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1.  whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2.  be informed of the employee's right to representation in the response;

3.  be informed of the employee's right to appeal should the proposed suspension become final.

B.  In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A.  In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1.  a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings
A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation.
Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel
obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify department heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant
or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
   
   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Formal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;
   
   b. a performance evaluation rating of “does not meet performance objectives”;

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c. deferral or denial of a merit increase, or a dispute about the number of steps granted;

d. a written reprimand;

e. A release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3;

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, or appeal of a suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

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1. **Submission Procedure**

   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. Of the MOU?

   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. **Findings of Facts and Remedies**

   a. **Findings of Facts**

      An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

   b. **Remedies – All Disciplinary Actions (Other than Discharge)**

      1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

      2. **Suspensions/Reductions**

         If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.

   c. **Remedies – Discharges**

      1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for
all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee’s name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

   a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator’s award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release may be sustained.

      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe
benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, all costs of arbitration shall be shared equally in all cases by the County and the appealing party. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies
of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a suspension.

11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their department head shall be laid off in an order based on consideration of:

1. employment status,

2. past performance,

3. length of continuous service with the County.

B. Layoffs shall be made by class within an department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3.  Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class.
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 their 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 their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee’s hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee’s right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

   The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
2. **Persons Who Exercise Their Rights Under Section 5**

The names of persons who exercise their rights under Section 5. shall be placed on an 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 an DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and

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1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2.  Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the 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. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV     UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

The County will continue the current system of providing and/or laundering uniforms for employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on agency/departamental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI  MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII    NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

   a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

   b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not
agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. **Review of Disputed Position Classification Decisions**

A. If the County does not respond at the end of the appropriate time period as specified in Section 3, Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2 or 3 of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3, above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX       INSURANCE

Section 1.   Health Plans and Premium Contributions

A.   Full-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee’s eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.   Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to
participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will
become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

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C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan
The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, 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. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

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b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.
B. **Retiree Medical Plan Lump Sum; Termination; Phase Out**

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. **Eligibility Requirements for Retiree Medical Grant**

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the HP-105.
Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
3. **Deferred Retirement**

   a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

   b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. **Survivor Benefits**

   1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

   2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

   Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. **Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement**

   1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was be made available for current and future employees in these bargaining units. The County and the HRA administrator, with HP-107
the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6  Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article¹ and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

¹ Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI  RETIREMENT

Section 1.  Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

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f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions pursuant to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full
reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. **Reduction in Reverse Pickup**

   a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional
1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC Plan”) to those employees who are covered by the “1.62 at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to a Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII   SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Healthcare Professional Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.
Section 2. Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

B. 1. Every department shall have an LMC.

2. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.
D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.

D. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary scheduled will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.00%.
ARTICLE XXVIII   DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Healthcare Professional Unit as of June 30, 2023:

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<tr>
<th>Code</th>
<th>Title</th>
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<td>5105HP</td>
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HP-125
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<td>Senior Registered Nurse</td>
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SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY
MEMORANDA OF UNDERSTANDINBG BETWEEN THE COUNTY OF
ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:  

Charles Barfield  
General Manager  

Don Drozd  
General Counsel  

Tia Grasso  
Associate General Counsel  

FOR THE COUNTY OF ORANGE:

Colette Farnes  
Chief Human Resources Officer  

Jamie Newton  
Director, Employee & Labor Relations  

Kim Derrick  
Director, Employee Benefits  

Board of Supervisors Approval Date
MEMORANDUM
OF
UNDERSTANDING

COUNTY HEALTHCARE PROFESSIONAL UNIT

202319 – 202663

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2019-2023

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

COUNTY HEALTHCARE PROFESSIONAL UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the County Healthcare Professional Unit for the period beginning June 24, 2019 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence where the employee has balances posted shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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 healthcare 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.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the terms, “sick” and/or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on 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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee’s control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.
REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I  
WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.  Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Agency/Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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.
F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks;
   c. twelve (12) hour workdays;
   d. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee’s regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the agency/department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime
1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3. above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to
effectuating the wishes of those employees requesting specific compensatory time off periods.

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9. 5. No scheduled compensatory time off will be cancelled except in cases of emergency.

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11. 6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

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13. 7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

6.

14. 7. 8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the agency/department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.
B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in 5. and 6., below, 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. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

3. Except as provided in 4., 5. and 6. below, the rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

   Behavioral Health Nurse
   Comprehensive Care Physician Assistant I
   Comprehensive Care Physician Assistant II
   Licensed Vocational Nurse
   Nurse Practitioner Candidate
   Nurse Practitioner I
   Nurse Practitioner II
   Physician Assistant I
   Physician Assistant II
   Public Health Nurse I
   Public Health Nurse II
   Public Health Nurse III
   Senior Public Health Nurse
   Senior Staff Nurse
   Staff Nurse

5. An employee in the below listed classes who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m.
shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy-five ($1.75) cents per hour for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Clinical Psychologist I
Clinical Psychologist II
Clinical Social Worker I
Clinical Social Worker II
Comprehensive Care Licensed Vocational Nurse
Comprehensive Care Nurse I
Comprehensive Care Nurse II
Comprehensive Care Nurse Practitioner I
Comprehensive Care Nurse Practitioner II
Comprehensive Care Physicians Assistant I
Comprehensive Care Physicians Assistant II
Marriage Family Therapist I
Marriage Family Therapist II

6. An employee in the below listed classes who works an assigned late night shift where the majority of hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy-five ($2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Clinical Psychologist I
Clinical Psychologist II
Clinical Social Worker I
Clinical Social Worker II
Comprehensive Care Licensed Vocational Nurse
Comprehensive Care Nurse I
Comprehensive Care Nurse II
Comprehensive Care Nurse Practitioner I
Comprehensive Care Nurse Practitioner II
Comprehensive Care Physicians Assistant I
Comprehensive Care Physicians Assistant II
Marriage Family Therapist I
Marriage Family Therapist II

B. On-Call Pay
1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in Section 4.6.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour
(approximately sixty-nine (69) dollars per month) for all hours actually paid.

a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. **Exceptional Bilingual Pay**

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Behavioral Health Nurse
Clinical Psychologist I
Clinical Psychologist II
Comprehensive Care Licensed Vocational Nurse I
Comprehensive Care Licensed Vocational Nurse II
Comprehensive Care Nurse I
Comprehensive Care Nurse II
Comprehensive Care Nurse III
Comprehensive Care Nurse Practitioner
Comprehensive Care Nurse Practitioner I
Comprehensive Care Nurse Practitioner II
Comprehensive Care Physician Assistant I
Comprehensive Care Physician Assistant II
Dentist
Health Educator
Licensed Vocational Nurse
Nurse Mid-Wife I
Nurse Mid-Wife II
Nurse Practitioner I
Nurse Practitioner II
Nurse Practitioner Candidate
Occupational Therapist I
Occupational Therapist II
Occupational Therapist III
Public Health Nutritionist I
Public Health Nutritionist I  
Physical Therapist I  
Physical Therapist II  
Physical Therapist III  
Physician Assistant I  
Physician Assistant II  
Physician-Specialist  
Psychiatrist  
Psychologist I  
Psychologist II  
Public Health Medical Officer I  
Public Health Nurse I  
Public Health Nurse II  
Public Health Nurse III  
Senior Public Health Nurse  
Senior Staff Nurse  
Staff Nurse  

3. Specialized Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform specialized bilingual duties that are essential to the performance of their professional duties and responsibilities shall receive an additional ninety (90¢) cents per hour (approximately one hundred and fifty-six ($156) dollars per month) for all hours actually paid:

Clinical Social Worker I  
Clinical Social Worker II  
Marriage Family Therapist I  
Marriage Family Therapist II  

4. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

5. Bilingual pay shall not apply to workers’ compensation supplement pay.

6. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the agency/department head, who will consider it according to:

   a. agency/department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.
7. Upon the agreement of the County and OCEA, negotiations shall be
reopened for the sole purpose of considering the addition or deletion of
classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An employee classified in one of the classes listed below who is
permanently assigned to the Central Jail/Intake/Release Center
(including Correctional Medical Services), Juvenile Hall, Theo Lacy
Branch Jail or James Musick Facility shall, in addition to biweekly salary,
be paid an additional one dollar and fifty ($1.50) cents per hour for all
paid hours:

   Behavioral Health Clinician I
   Behavioral Health Clinician II
   Clinical Psychologist I
   Clinical Psychologist II
   Dental Assistant I
   Dental Assistant II
   Dental Hygienist
   Dentist
   Pharmacist
   Physician I – Correctional
   Physician II – Correctional
   Physician III – Correctional
   Psychiatrist
   I

2. Comprehensive Care Nurse Jail Incentive

   An employee in any of the below listed classes assigned to work in an
adult or juvenile correctional or institutional facility shall, in addition to
his or her regular pay, be paid one dollar and fifty ($1.50) cents per hour
for all hours paid.

   Comprehensive Care Licensed Vocational Nurse
   Comprehensive Care Nurse I
   Comprehensive Care Nurse II
   Comprehensive Care Nurse Practitioner I
   Comprehensive Care Nurse Practitioner II

3. Jail Salary Supplement and Comprehensive Care Nurse Jail Incentive
shall not apply to workers’ compensation supplement pay or be used as
a base rate for overtime, other premium pay, etc., unless otherwise
required by law.
4. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.

F. Board Certification Pay

1. For the purposes of this section, Board Certification shall mean those Board Certifications designated by a State of California or National Board.

2. Employees in pay status and assigned on a regular, full-time basis in the classifications in the Physician/Physician - Correctional series, Public Health Medical Officer I, and Clinical Psychologist II, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of three hundred fifty dollars ($350) monthly (approximately one hundred sixty-one dollars and fifty-four cents ($161.54) bi-weekly).

3. Employees in pay status and assigned on a regular, full-time basis in the classifications of Occupational Therapist II, Occupational Therapist III, Physical Therapist II and Physical Therapist III, who are Board Certified in Pediatric Specialty, shall receive, in addition to his or her salary, the equivalent of three hundred fourteen dollars ($314) monthly (approximately one hundred forty-five dollars ($145) bi-weekly.)

4. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist, who are Board Certified, shall receive, in addition to his or her salary, the equivalent of eight hundred dollars ($800) monthly (approximately three hundred sixty-nine and twenty-three cents ($369.23 biweekly).

5. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist who, in addition to the above Board Certification, are also Board Certified in a subspecialty area such as Child and Adolescent, Geriatrics, or Forensic Psychiatry, when said subspecialty certification is related to his or her assignment, shall receive, in addition to his or her salary the equivalent of one thousand dollars ($1,000) monthly (approximately four hundred sixty-one and fifty-four cents ($461.54) biweekly).

6. Employees in pay status and assigned on a regular, full-time basis in the classification of Psychiatrist who are designated by the Health Care Agency to perform in the role of Systems of Care Administrator (Medical Director) or MD/Chief of Direct Services shall be paid, in addition to his or her salary, the equivalent of one thousand five hundred forty dollars ($1,540) monthly (approximately seven hundred ten dollars and seventy-seven cents ($710.77) biweekly).

7. Employees in part-time regular or part-time limited-term positions shall receive pro-rata Board Certification pay in bi-weekly segments.
8. Employees are only eligible to receive one of the above listed premium pays, and shall receive the highest premium pay based on the above eligibility criteria and assignment.

G. **Licensure Differential Pay**

1. Employees designated by the agency in the classifications of Psychiatrist, in the Physician/Physician - Correctional series, and Public Health Medical Officer I whose license is used to authorize the performance of duties and/or whose oversight is required for the performance of duties of a nurse practitioner or physician’s assistant shall receive a licensure differential of one dollar and sixty cents ($1.60) for each hour such licensure is required.

H. **Toxic Hazardous Duty On-call Pay**

An employee in the class of Hazardous Waste Specialist assigned to the Emergency Response Team for the purpose of responding to a toxic hazard emergency shall be paid $1.00 (one-dollar) per hour for all hours required per emergency call-out.

I. **Nurse Retention Incentive**

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 5,200 service hours (approximately five equivalent years of service).

2. Upon completion of approximately 20,800 service hours (approximately ten years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.

4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

J. **Nurse Hiring Incentive**
Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand ($1,000) dollars, within (2) pay periods after completion of new employee probation.

K. Clinical or Mental Health Supervision Pay

Employees in the classification of Clinical Psychologist II or Behavioral Health Clinician II, whose license is used to authorize the performance of duties and who are designated by the department to provide supervised clinical hours, shall be paid an additional two dollars ($2.00) for all hours such licensure is required.

L. Special Assignment Pay

Any full-time regular, limited term or probationary employee in the following classifications permanently assigned to the Crisis Stabilization Unit (CSU), Crisis Assessment Team (CAT), which includes the Psychiatric Emergency Response Team (PERT), shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked:

Behavioral Health Clinician I & II

There shall not be any duplication or pyramiding of rates paid under this Section.
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

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Section 3. Merit Increase Within Range

A. Extra help employees shall not be eligible for merit increases within range.

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the agency/department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

B. C. D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee’s record consists of a combination of full-time and part-time service,
both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

**DE.**

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. A performance rating of “meets performance objectives” shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of “meets performance objectives” shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 (Step 12 for employees assigned to Salary Schedule G), and if granted, in what amounts, shall be solely within the discretion of the agency/department head and shall be based on merit.

**EF.** If, in the agency's/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 agency/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.

**GF.** Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

**Section 4. Salary on Promotion**

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.
B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top pay range to which employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, their salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.
Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency/departament head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date, except:

1. The salary of an employee in the classification of Behavioral Health Nurse who voluntarily reduces to Public Health Nurse Trainee shall be treated as a reassignment as the employee will not be required to take a reduction in pay, shall remain on the Behavioral Health Nurse salary schedule and remain at the same salary step. The reassigned employee will serve a promotional probation period in accordance with Article III, Section 1.B. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the Public Health Nurse Trainee class. Any merit increases granted as a Public Health Nurse Trainee shall not exceed the
top step of the Behavioral Health Nurse salary schedule. If the Public Health Nurse Trainee promotes to Public Health Nurse or any other classification with a higher salary range than Behavioral Health Nurse, the promotion will be subject to Article II, Section 4, *Salary on Promotion*.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>
3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation
Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11.  Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employees choice.

Section 12.  Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III   GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.    New Probation

1.    Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2.    Part-Time Employee

A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

B.    Promotional Probation

1.    Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

   b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/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 agency/department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's agency/department head shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to
promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an agency/department head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.DE.1., 42., and 53. of this Article, below, and an employee who is permitted by the agency/department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one agency/department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official 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 suspension, with the extended probation period ending with the first day of the pay period after said extended date. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the
number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her agency/department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the agency/department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the
employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of
annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An agency/department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of
reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on agency/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 agency/department to another.

Section 9. On-Duty Meals

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:
A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the agency/department who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the agency/department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.

C. The department will request the Sheriff-Coroner Department to schedule classes in Weaponless Defense Training. Such training will be made available to all employees with first priority to employees in field assignments.

Section 12. Recruitment/Selection of Nurses

In response to OCEA’s proposal to convene a working group comprised of OCEA-designated representatives and County staff to formulate policies, procedures and best practices in recruitment and selection for nurse classifications, the Healthcare Agency Human Resource Services recruitment staff will offer at least two recruitment presentations at an OCEA sponsored Nurses Caucus with the first presentation occurring no later than February 29, 2016 and the second occurring approximately six (6) months thereafter.
ARTICLE IV    LEAVE PROVISIONS

Section 1.   Healthcare Leave

A.   Accrual of Healthcare Leave

1.   During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2.   After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3.   Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4.   Except as required by law, extra help employees shall not earn healthcare leave.

B.   Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1.   An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care, or absences related to Family Leave as defined in Section 15 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a.   An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19 for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19
vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The agency/department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee’s return to work, the employee must furnish the agency/department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to **eight-twenty-four (824)** hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. **Prohibited Uses of Healthcare Leave**

1. Healthcare leave shall not be applied to:

   a. Absence caused by illness or injury to a member of the employee's family except as provided in B. above.

   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. **General Provisions**

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other
satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the agency/department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

a. Upon paid retirement or death, an employee or the employee’s estate shall be paid for a portion of the employee’s unused /healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused /Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused /healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated /healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of /healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee’s /healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her
accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee’s retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

A. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.

D. An employee may request additional time off for bereavement. Additional timeoff shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV—Section 1, Article V, or Article VI.

Section 32. Authorized Leave Without Pay
A. **Discretionary Leave of Absence**

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. **Agency/Departmental Leave**

   A regular, limited-term or probationary employee may request an agency/departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to Sections 10., 11.A., and 15., below. The agency/departmen head may require that all accumulated compensatory leave time be used prior to granting of agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental leave shall be at the option of the employee.

3. **Official Leave**

   a. 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. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee’s completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.

   b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department. Failure to request an extension before the end of the Official Leave may result in denial of that extension, 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 agency/department denies the extension of such Leave, the provisions of subsections 6. and 6., below, shall not apply.
3. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 15, and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only use of leave balance as specified below:

a. When Official Leave involves the employee’s own serious health condition—after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;

b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B.6 of this Article—after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used;

c. When Official Leave is used for all other reasons—after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

5. Except as to leaves which must be granted pursuant to sections 10, 11 and 15 of this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

7. An Official Leave shall not be credited toward continuous service.

4. C. General Provisions – Discretionary Leave
a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according
to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act
   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

   b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

   d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act
   a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.
b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.
c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.
4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b., above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave
   a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.
   b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.
   c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.
   d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.
   e. Military Leave shall be credited toward continuous County service.

8. Verification
   a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the
reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person's health care provider with the same information listed in 8.a and 8.b, above and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence
1. Leave for School and Child Care Activities

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

   b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

1.2. Bereavement Leave

   Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

   a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

   b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

   c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are...
circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

c.d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 4, Section 1.B.8, Article V, or Article VI.

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 agency/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 Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:

1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.

2. Such Leave shall begin after all accrued healthcare leave, compensatory time, vacation time and/or 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 four (4) months over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.
B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

Section 63. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee’s regular rate of pay for those hours of absence due to the jury duty which occur during the employee’s regularly scheduled working hours provided the employee deposits the employee’s fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 74. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee’s work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 85. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana.
Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

A. C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. A. OCEA shall make a request to the employee’s agency/department head at least ten (10) days in advance.

2. B. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee’s usual work.

Section 96. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 96.A., above, the County shall send written notice by certified mail to the employee’s last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County’s intention to implement the employee’s automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee’s right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee’s right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

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C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her agency/department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the agency/department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.

D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.

E. Parenthood Leave shall not be credited toward continuous service.

F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the
employee to work until such notice is given; however, the agency/department may waive the notice or reduce the notice period at its discretion.

Section 147. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on agency/departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

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E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 458. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (824 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 942. Leave for Attendance at Professional Conferences or to Conduct Professional Study

A. Employees may request five (5) working days leave with pay each fiscal year for attendance at professional conferences, or to conduct professional study (which may include home or web-based study), subject to the following conditions:

1. A request is made in advance on the Request to Attend a Conference Form or Request to Conduct Professional Study Form.

2. The conference or professional study is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance or professional study, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the agency department director with a copy to the Staff Development...
liaison (to include conference materials, handouts, etc.) and in the case of professional study, appropriate certification of CEU credits.

6. The employee's workload is current and his or her performance "meets" or "exceeds" performance expectations.

B. Attendance at conferences or requests to conduct professional study by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the agency department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for more than five (5) days Leave for attendance at a professional conference or to conduct professional study in any one (1) year under this provision; however, approval shall be at the discretion of the agency department.

1. Attendance at conferences outside of the United States will require approval of a department head.

Section 103. Nurse Continuing Education (CEU) Leave

A. Full-time, regular nurses may request time off without loss of pay of up to thirty (30) hours every two fiscal years for purposes of completing required hours of Continuing Education Unit (CEU) training. Part-time, regular nurses may request a pro-rated amount of time for this purpose, based on the number of hours regularly worked. This time off is subject to the following conditions:

1. A request for time off is made in advance following applicable department requirements.

2. The course is job-related and qualifies for CEU credit. However, if the requested course is to obtain CEUs towards maintaining the registration or licensure that is a requirement of the position the employee holds with the County, then the course content does not have to be directly related to the current assignment. However, the course must be eligible for CEU credit with the applicable licensure Board.

3. The employee pays all costs connected with obtaining the CEUs including registration, meals, transportation and/or lodging, if any.

4. The completion of the CEU course is in the United States.
5. The employee agrees to provide within two (2) weeks following course completion, appropriate certification of CEU credit.

6. The employee's workload is current and their performance “meets” or “exceeds” performance expectations.

Section 14. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on agency/departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in Subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 15. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (8 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 16. 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 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 the placement.

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 arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered servicemember of the Armed Forces who has a serious injury or illness incurred in 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 OCEA agree that certain other types of leaves 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 family member 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 agency/department shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time 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 healthcare 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 agency/department with thirty (30) calendar days notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee’s need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/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/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 members 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.

Section 16. Leave Language Working Group

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V  VACATION

Section 1.  Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a prorated basis. Such credit shall be applied to the employee’s vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6,240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsectionB., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.
C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C., D., and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C., D., and E.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.
M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

   Clinical Psychologist I
   Clinical Psychologist II
   Pharmacist
   Physician I
   Physician I – Correctional
   Physician II
   Physician II – Correctional
   Physician III
   Physician III – Correctional
   Psychiatrist
   Psychologist
   Public Health Medical Officer I

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the
applicable cap (as set forth in Section 1.D. above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) hours or more of accrued, unused Annual Leave balances, then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI  

ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019.

Section 1.  Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2.  Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee’s personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition.
of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee’s hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/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.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Payoff of Unused Annual Leave

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below: HP-70
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.
B. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII   HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023:

Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Columbus Day, October 14
Veteran’s Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2024:

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 27
Independence Day, July 4
Labor Day, September 27
Native American Day, September 27
Columbus Day, October 12
Veteran’s Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 27
Christmas Day, December 25

2025:

New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 15
Lincoln’s Birthday, February 12
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 16
Native American Day, September 26
Columbus Day, October 11
Veteran’s Day, November 11
Thanksgiving Day, November 25
Day After Thanksgiving, November 24
Christmas Day, December 25

2022:

Martin Luther King, Jr.’s Birthday, January 17
Lincoln’s Birthday, February 12
Washington’s Birthday, February 21
Memorial Day, May 30
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 26 (Observed)

2023
New Year’s Day, January 1 (Observed)
Martin Luther King, Jr.’s Birthday, January 18
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 30

B.
C. Except as provided in C., below, —
D. B. When a holiday other than Christmas Day falls on a Sunday, the next
day shall be observed as the holiday.

E.
F. When Christmas Day or New Year’s Day falls on a Sunday, the next day
(Monday) shall be observed as the holiday unless an employee is required to
work on December 25 or January 1, respectively, as part of his or her normal
work schedule. In such cases the employee may, with agency/department
approval, observe the holiday on December 25 or January 1, respectively.
Under no circumstances shall an employee receive holiday compensation for
both December 25 and the following Monday, or for both January 1 and the
following Monday.

B.
C. Except as provided in C., below,
D. When Christmas Day or New Year’s Day falls on a Saturday, the Friday
immediately preceding shall be observed as the holiday unless an employee is required to
work on December 25 or January 1, respectively, as part of his or her normal work schedule. In such cases the employee may, with agency/department approval, observe the holiday on December 25 or January 1, respectively. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding, or for both January 1 and the Monday immediately preceding.

D. Employees in the classification of Veterinarian who are required to work on
the holiday will be permitted to observe the holiday on a Saturday when it
falls on a Saturday or on a Sunday when it falls on a Sunday.

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 each regularly scheduled hour of work for that day. For employees on a 9/80 schedule, if the holiday falls on the employee's regularly scheduled 8 hour day, the employee shall receive eight (8) hours pay, computed at the employee’s basic hourly rate. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.

B. 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.

C. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her
regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in C.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

D. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

E. 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.

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A.  Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1.  Except as provided in A.2., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

2.  For an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

3.  There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

4.  Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

B.  An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars.  The minimum shall not apply in any month:

1.  in which the employee has not actually worked eighty (80) hours;

2.  unless the employee claims the ten (10) dollar minimum and the agency/department certifies that the employee was required to use a privately owned vehicle on County business.

Section 2.  Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee.  The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article.  Reimbursement for a watch shall be limited to the functional value of the watch.
Section 3. Educational and Professional Reimbursement
Effective the first full day of the first full pay period following adoption of the MOU, the maximum reimbursement that may be received by eligible employees in one fiscal year shall be $10,000. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. Boots

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

A. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.
B. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency/department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee’s right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee’s right to representation;

6. a statement of the employee’s right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee’s option, to a designated agency or department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

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C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings
A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A.  A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B.  Specifically excluded from the scope of grievances are:

1.  subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2.  matters which have other means of appeal;

3.  position classification;

4.  performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A.  C.  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 OCEA, any step of the procedure may be waived.

D.  The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.
I. 

D. 

E. E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

J. 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. 

K. 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. 

L. 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.

H. 

M. I. H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same agency/department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify agency/department heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;
2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

| Step 1: Agency/Department Head |
An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

**Step 2: Chief of Employee Relations**

If the grievance/appeal is not settled under Step 1 and it concerns:

a. an interpretation or an application of this Memorandum of Understanding;

b. a performance evaluation rating of “does not meet performance objectives”;

c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or

d. a written reprimand; or

d-e. A release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

e-f. a release from promotional probationary release alleging discrimination pursuant to Article III, Section 1.C.3;

Items a., b., c., or d., above, it may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, or Appeal of a suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

**Section 8. Referrals to Arbitration**

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A. A. Grievances

1. 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. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. 2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. B. Disciplinary Appeals

1. 1. Submission Procedure

   a. a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

   b. b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

   c. e. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

   d. d. The issues in all disciplinary appeals shall be: Was [employee’s name] suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. Of the MOU?

   e. e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. 2. Findings of Facts and Remedies

   a. a. Findings of Facts
An arbitrator’s decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. **Remedies -- All Disciplinary Actions (Other than Discharge)**

1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. **Suspensions/Reductions**

   If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator’s decision.

c. **Remedies -- Discharges**

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. **Probationary Releases Alleging Discrimination**

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee’s name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?
2. **Findings of Facts and Remedies**

   a. **In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.**

   b. **In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator’s award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:**

      1. **The probationary release may be sustained.**

      2. **The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.**

      3. **The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.**

D. **General Provisions**

   1. **Except as otherwise required by law, the cost of an arbitrator all costs of arbitration shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.**

   2. **Grievance/Appeal hearings by an arbitrator shall be private.**

   3. **Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary.**
Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI   LAYOFF PROCEDURE

Section 1.   General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are 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 makes such an offer in writing to the employee.

Section 2.   Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/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 an agency/department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an agency/department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agency/department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class.
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. 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 their agency/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 their agency/department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their agency/department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agency/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 AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY/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 an AGENCY/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 an AGENCY/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 AGENCY/DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

**B.** The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an 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 AGENCY/DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while 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 OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and HP-99
1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

Section 2.  Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.
Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the employee's agency or department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

Section 3. Abatement of Violations

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. Safety Representatives

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

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3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:
   
   a. the Safety Representative checks in and checks out with the supervisor of the unit; and
   
   b. he or she does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV   UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

The County will continue the current system of providing and/or laundering uniforms for employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on agency/departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the agency/department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII   POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her agency/department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agency/department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.

b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not
agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. **Review of Disputed Position Classification Decisions**

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX  INSURANCE

Section 1.  Health Plans and Premium Contributions

A.  Full-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage – eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.  The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not
required to participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 45 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. **Health Plan Enrollment**

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will

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become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.
C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:
   
   a. the actual cost of benefits provided by the trust fund;
   
   b. member contributions to the cost of benefits provided by the trust fund;
   
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   
   d. a summary of other trust fund expenditures; and
   
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**
The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, 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. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.
b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.
B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who are employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.
The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, HP-122
with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6  Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article¹ and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

¹ Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.

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ARTICLE XXI     RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.

   a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

   a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

   b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

   c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

   d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

   e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions pursuant to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full...
reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional
1.2% for a total fixed ongoing 3.6% reduction of the employee's paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC Plan”) to those employees who are covered by the “1.62 at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the DC Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the DC Plan(s) and the County contributions to a Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII    SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Healthcare Professional Unit for classes in effect on June 24, 2019, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1. Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of agency/department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.
Section 2.  Structure

A.  The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA.  Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

B. 1. Every agency/department shall have an LMC.

2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA.  The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA.  The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3.  Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4.  Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change.  Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues.  An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.
D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.

D. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary scheduled will be increased by 2.504.75%.

2. Effective July 3, 2020June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2021June 27, 2025, the salary schedule will be increased by 2.504.00%.

4. Effective July 1, 2022, the salary schedule will be increased by 3.5%.
ARTICLE XXVIII DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Section 1. Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Healthcare Professional Unit as of June 24, 2023:

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SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield
General Manager

Don Drozd
General Counsel

Tia Grasso
Associate General Counsel

FOR THE COUNTY OF ORANGE:

Colette Farnes
Chief Human Resources Officer

Jamie Newton
Director, Employee & Labor Relations

Kim Derrick
Director, Employee Benefits

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

OFFICE SERVICES UNIT

2023 – 2026

COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

OFFICE SERVICES UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023, sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Office Services Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence where the employee has balances posted shall be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the terms, “sick” and/or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more
regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I  WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.  Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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.
F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a. four (4) ten (10) hour workdays per week;

   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee’s regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such overtime of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement, regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Section 2.B.2., above.

B. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.

5. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending
of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Exclusions from Workweek and Overtime Provisions

Clerical employees of individual members of the Board of Supervisors shall work such hours as directed by the Supervisor appointing them and shall not be subject to any of the provisions of Section 1. 2. or 3.

Section 5. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.
B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) 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 departmental request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid. 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 includes such specialized communication skills as sign language.
b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Bilingual pay shall not apply to workers' compensation supplement pay.

3. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the department head, who will consider it according to:

   a. department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

4. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An employee who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, Warrant Bureau, Theo Lacy Branch Jail or James Musick Facility shall, in addition to his or her biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours until the new rate below is effective.

   Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollar [$130] per month) for all hours paid.

2. This salary supplement shall not apply to workers' compensation supplement pay, or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.
ARTICLE II  PAY PRACTICES

Section 1.  Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2.  Pay for New Employees

A.  A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B.  Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C.  The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D.  Upon recommendation of the department head, the Chief Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E.  

1.  The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2.  If a recruiting step is decreased, incumbents of the class will be unaffected.

3.  If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.B. for new employees.

4.  Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.
Section 3.            Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of “meets performance objectives” shall earn a two-step increase.

E. If, in the department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance
might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee’s merit increase eligibility date shall not be changed by such deferral.

F. Should an employee’s merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee’s merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class, except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee’s merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships and position responsibilities, and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee’s salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee
had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, the employee’s salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.

2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee’s department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit
increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change, except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
Y-RATE SCHEDULE

<table>
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<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
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<td>Less than 5 years</td>
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<td>5 years but less than 10 years</td>
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</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
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<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
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</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. **Salary on Reclassification**

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.
Section 8. **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 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. **Salaries of Employees of Members of the Board of Supervisors**

The Board of Supervisors may at any time change the salary ranges for the classes of Executive Clerk I, II and III and Executive Secretary. The step placement on a salary range for clerical employees shall be determined by the Board member appointing them and may be changed at any time by the Board member.
Section 12.  Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee’s choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

Section 13. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III   GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

   A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for twenty-six (26) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2.  Part-Time Employee

   A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for one thousand forty (1040) paid hours exclusive of overtime ending with the first day of the pay period following completion of said period.

B.  Promotional Probation

1.  Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a.  A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period.

   b.  A part-time employee shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

2.  When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3.  When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.
C. **Failure of Probation**

1. **New Probation**

   An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing, except as provided in C.3., below.

2. **Promotional Probation**

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the employee's department head, shall not have the right to return to his or her former class.

   d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.
D. **General Provisions**

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an 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 Sections 1.D.4. and 5. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) department to another in the same class without the approval of the Chief Human Resources Officer.

E. **Extension of Probation Periods**

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of
Supervisors.

3. With the mutual agreement of a new probationary employee and his or her department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a
permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and health care leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and health care leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the department head shall retain their former status and retain their layoff benefits in their former layoff unit. The department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such
employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours, but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee
A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on departmental leave for such period of time.

Section 8.  **Time Off for Selection Procedures**

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one (1) department to another.

Section 9.  **On-Duty Meals**

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10.  **Clerical Employees of the Board of Supervisors and Secretaries to Department Heads - General Regulations**

A.  Clerical employees of individual members of the Board of Supervisors shall serve at the pleasure of the Board member holding that office. They may be terminated at any time and, in such event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County or the State.

B.  Secretaries to Elected Department Heads shall serve at the pleasure of the Department Head. They may be terminated at any time and, in such event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County or the State.

C.  An Executive Secretary to an appointed department head shall serve at the pleasure of the appointed department head. The employee may be terminated at any time and, in such event, shall have no right of appeal or grievance procedure under any rules or regulations of the County or the State, except as provided in D. below.

D.  An Executive Secretary serving at the pleasure of an Appointed department head who, immediately prior to appointment, held regular status in a lower related class, may be removed from the Executive Secretary position at any time and, in such event, shall have no right of appeal or grievance procedure under any rules or regulations of the County or the State. Upon removal, the employee shall have the right to return to a position in the former class.

The acceptance by a regular employee of a position as Executive Secretary serving at the pleasure of an appointed department head shall be voluntary.
If an employee who held regular status in a Secretary III position immediately prior to accepting the Executive Secretary position requests to return to the class of Secretary III, such request shall be granted.

Section 11. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

Section 12. Training

A. Upon approval of the department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, preventative care, or absences related to Family Leave as defined in Section 14 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee's illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventing care for, the employee's family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner,
child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C below).

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee’s return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.
9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee’s family except as provided in B. above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
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<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
</tbody>
</table>
Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused /healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated /healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of /healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's /healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire may request that a payoff of his or her accumulated /healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence
1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. **Departmental Leave**

A regular, limited-term or probationary employee may request a departmental leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. **Official Leave**

   a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

   An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.

4. **General Provisions – Discretionary Leave**

   a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

   b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

   c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

   d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall
remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

   b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable
requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

   a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

   b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

   c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

   d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

   a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.
b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.
4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave
   a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.
   
   b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.
   
   c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.
   
   d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.
   
   e. Military Leave shall be credited toward continuous County service.

8. Verification
   a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the
request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person’s health care provider with the same information listed in 8.a and 8.b, above, and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence

1. Leave for School and Child Care Activities
a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) month but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.
d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 4. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 5. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

   1. OCEA shall make a request to the employee's department head at least ten
(10) days in advance.

2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. The services of such an employee are not immediately required by the County and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on departmental operations, the
County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. though A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 8. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (24 hours maximum per fiscal year), compensatory, and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.
ARTICLE V  VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a prorated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.
C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.
Section 3.  **Vacation Cash Out**

A. **Vacation Cash Out Where Employee Has No Annual Leave Balances**

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the classification of Data Entry Technician may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI  

ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019.

Section 1.  Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 2.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2.  Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash-out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100% the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above.
for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1.  Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023:  Independence Day, July 4
       Labor Day, September 4
       Native American Day, September 22

       Veterans Day, November 11
       Thanksgiving Day, November 23
       Day After Thanksgiving, November 24
       Christmas Day, December 25

2024  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 27
       Independence Day, July 4
       Labor Day, September 2
       Native American Day, September 27
       Veterans Day, November 11
       Thanksgiving Day, November 28
       Day After Thanksgiving, November 29
       Christmas Day, December 25

2025  New Year’s Day, January 1
       Martin Luther King, Jr.‘s Birthday, January 20
       Lincoln’s Birthday, February 12
       Washington’s Birthday, February 17
       Memorial Day, May 26
       Independence Day, July 4
       Labor Day, September 1
       Native American Day, September 26
       Veterans Day, November 11
       Thanksgiving Day, November 27
       Day After Thanksgiving, November 28
       Christmas Day, December 25

2026  New Year’s Day, January 1
       Martin Luther King, Jr.‘s Birthday, January 19
       Lincoln’s Birthday, February 12
       Washington’s Birthday, February 16
       Memorial Day, May 25

B. If a holiday falls on a Saturday but is observed on the preceding Friday by
   the Municipal and/or Superior Courts, employees who have been designated
by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in G below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday.

D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

G. Employees Regularly Scheduled to Work on the Holiday

1. Employees in the classifications of Office Assistant and Office Specialist assigned to work for OC Animal Care who are required to work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

2. Employees in the classification of Park Attendant who are required to work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid
for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee’s vacation period shall not be charged against the employee’s vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A.  Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1.  Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2.  Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3.  Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4.  Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5.  Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6.  There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B.  An employee who is required by the County to furnish a privately-owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1.  in which the employee has not actually worked eighty (80) hours;

2.  unless the employee claims the ten (10) dollar minimum and the department certifies that the employee was required to use a privately-owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Boots**

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

Section 4. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX  

DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A.  In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1.  whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2.  be informed of the employee's right to representation in the response;

3.  be informed of the employee’s right to appeal should the proposed suspension become final.

B.  In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A.  In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or 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); a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
2. copies of material on which the proposed action is based;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2. above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.
Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.
B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X       GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee’s wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall
resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties, (i.e., the representatives of the County and the employee or his or her representative) the time limits at any step in the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify department heads of the names and titles of such representatives and
send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. **Time Off for Processing Grievances/Appeals**

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
b. such investigation does not unduly interfere with the work of the unit.

Section 6. **Informal Discussion**

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. **Grievance/Appeal Steps**

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

**Step 1: Department Head**

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

**Step 2: Chief of Employee Relations**

If the grievance/appeal is not settled under Step 1 and it concerns:

a. an interpretation or an application of this Memorandum of Understanding;

b. a performance evaluation rating of "does not meet performance objectives";

c. deferral or denial of a merit increase, or a dispute about the number of steps granted;

d. a written reprimand;

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.
Items a., b., c., d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by an 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 notice of failure of probation, suspension and/or reduction.

Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in b., c. and d., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.
c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

d. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies – All Disciplinary Actions (Other than Discharge)

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

1. Suspensions/Reduction

   If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

   1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

   2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

   3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.
C. **Probationary Releases Alleging Discrimination**

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.
   
a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. **Findings of Facts and Remedies**

   a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release may be sustained.

      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

      3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. **General Provisions**

1. Except as otherwise required by law, all costs of arbitration shall be shared equally in all cases by the County and the appealing party.
When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

   a. Oral evidence shall be taken only on oath or affirmation.

   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing
witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A.  This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B.  This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.

C.  When two (2) or more departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved departments shall be subject to layoff if one is necessary.

D.  Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.  Order of Layoff

A.  When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their department head shall be laid off in an order based on consideration of:

   1.  employment status,

   2.  past performance,

   3.  length of continuous service with the County.

B.  Layoffs shall be made by class within an department except that:

   1.  Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

C.  Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an department.
D. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Points Probationary</td>
<td>Layoff</td>
</tr>
</tbody>
</table>

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.

E. 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.

F. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be
applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their 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 their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first.

1. Persons Laid Off

The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5.

The names of persons who exercise their rights under Section 5. shall be placed on an 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 an /DEPARTMENTAL REINSTALLMENT 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 REINSTALLMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. **The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified.**

   Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower-ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. **Names of persons placed on the DEPARTMENTAL REINSTALLMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:**

   1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

   2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

   3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
D. In the event two (2) or more departments are consolidated while DEPARTMENTAL REINSTatement lists are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) department to another department occurs, employees previously laid off from such function(s) who are on an DEPARTMENTAL REINSTatement list for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2 if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the
employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS’ COMPENSATION
SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the
course of County employment and requires medical care, the employee shall
obtain treatment according to the provisions of the California Labor Code Section
4600 et seq.

Section 2.  Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of
injury or disease arising out of and in the course of County employment, the
employee shall receive workers' compensation supplement pay which, when
added to the workers' compensation temporary disability benefit, shall equal
eighty (80) percent of the employee's base salary for a period not to exceed
one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the
workers' compensation temporary disability benefits. Prior to qualifying for
workers' compensation temporary disability benefits, an injured employee
may, at his or her option, use any accrued healthcare leave, compensatory
time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no
deductions nor payments shall be made from any healthcare leave,
compensatory time, annual leave or vacation time previously accumulated
by the employee. The employee shall not accrue healthcare leave,
annual leave or vacation credit during the period in which the employee
receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job related by the County or by the
Workers' Compensation Appeals Board, eighty (80) percent of all healthcare
leave, compensatory time, annual leave and/or vacation expended since
the fourth day of disability shall be restored to the employee's account(s),
except that if the injury required the employee's hospitalization or caused
disability of more than fourteen (14) days, eighty (80) percent of all
healthcare leave, compensatory time, annual leave and/or vacation
expended since the first day of disability shall be restored to the employee's
account(s).

E. The merit increase eligibility date and probation period of any employee
who receives workers' compensation benefits shall be extended by the
length of time the employee receives such benefits, except that the first
fifteen (15) consecutive calendar days from the date of the injury shall be
considered County service for merit increase eligibility and completion of
the probation period.

F. When an employee is no longer entitled to receive workers' compensation
supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII  SAFETY

Section 1.  General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A.  No employee shall be required to work under conditions dangerous to the employee's health or safety.

B.  The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C.  Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D.  Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E.  The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F.  Wherever practicable, the County shall provide the necessary first aid kits in each location.

G.  Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.  Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the 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.  **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

   1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

   2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

   1. The Safety Representative obtains permission from his or her supervisor prior to performing such work, and reports back to the supervisor when the work is completed.

   2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

   3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

      a. the Safety Representative checks in and checks out with the supervisor of the unit; and

      b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  UNIFORMS AND SPECIAL EQUIPMENT

Section 1.  Uniforms

The County will continue the current system of providing and/or laundering uniforms for all groups of employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI  MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an informational copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee’s present duties.

Step 2: Appropriate department response to an employee’s request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

   a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration. If the Human Resources Department studies a position at the employee’s request as provided above and the employee does not agree with the County’s decision, the employee may submit the request to OCEA.
Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified, and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 4. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.
B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3. above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX    INSURANCE

Section 1.    Health Plans and Premium Contributions

A. Full - Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County
will offer health plans to all full-time regular, limited term, and
probationary employees and their eligible dependents.

2. The County will pay the following percentage of the premium for
employees electing any health insurance plan other than the
Sharewell Choice PPO plan:

   a. Employee Only Coverage - eighty-five (85) percent of the
employee’s premium or ninety (90) percent of the employee's
premium if the employee completes the Wellness Incentive
program;

   b. Employee and Dependent Coverage - seventy (70) percent of the
total health plan premium, for each employee and such
employee’s eligible dependents or seventy-five (75) percent of the
employee’s premium if the employee completes the Wellness
Incentive program.

   c. Employees will pay the remaining portion of the total plan
premium and consent to have their portion deducted from their
County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only
have their insurance premium fully paid by the County but will also
receive a payroll credit per plan guidelines. In addition, those
employees who elect the Sharewell Choice PPO plan are not
required to participate in the Wellness Incentive program.

4. The health plans and their premiums are adopted by, and may be
modified by, the Board of Supervisors. Plan descriptions are
contained in the plan documents available through HRS/Employee
Benefits.

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County
will offer health plans to all part-time regular, limited term, and
probationary employees. Enrollment of part-time employees shall be
restricted to employees whose normal workweek consists of at least
twenty (20) hours.

2. The County will pay the following percentage of the premium for
employees electing any health insurance plan other than the Sharewell
Choice PPO plan:
a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only Coverage – one hundred (100) percent of the premium;

b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees
were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For Employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or
any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund approved by the State of California for the sole purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said State approved trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims
or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. **Retiree Medical Plan**

A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant
benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 opener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County- offered retiree health insurance plan and/or Medicare premiums as provided below.
   a. Upon implementation of the Plan for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:
      1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

      2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the
employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023

3. Sections 5.A3.b.1 and 5.A3.b.2 shall not apply to Disability Retirements

c. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

d. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability
retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

b. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

c. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. **Deferred Retirement**

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eight hundred (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. **Survivor Benefits**
1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. **Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement**

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. **Reopener**

The County may reopen negotiations on this Article and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

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1 Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI  RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA).

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979, the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution
Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the
actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

   a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

   b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

2. Reduction in Reverse Pickup

   a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

   b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

   c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

   d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

   e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010 the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC Plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Office Services Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV  PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year. All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2.  Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every department shall have an LMC.

2. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.00%.
ARTICLE XXVIII    DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Office Services Unit as of June 30, 2023:

0805CL  Accounting Assistant I
0810CL  Accounting Assistant II
0832CL  Accounting Specialist
0835CL  Accounting Technician
0558CL  Attorney's Clerk I
0559CL  Attorney's Clerk II
0638CL  Board Services Specialist
0637CL  Board Services Trainee
0830CL  Cashier
0545CL  Civil Process Technician
0541CL  Civil Process Technician Trainee
0530CL  Customer Relations Assistant
0538CL  Data Entry Specialist
0537CL  Data Entry Technician
0643CL  Election Aide
0644CL  Election Worker
0382CL  Estate Administration Specialist I
0383CL  Estate Administration Specialist II
0914CL  Estate Inventory Clerk
0595CL  Executive Secretary I
0596CL  Executive Secretary II
0535CL  Information Processing Specialist
0534CL  Information Processing Technician
0640CL  Lead Board Services Specialist
0567CL  Legal Secretary
0566CL  Legal Secretary Trainee
0631CL  Medical Billing Specialist
0633CL  Medical Transcriber I
0634CL  Medical Transcriber II
1131CL  Micrographics Technician I
0504CL  Office Assistant
0536CL  Office Specialist
0522CL  Office Technician
0503CL  Office Trainee
1408CL  Park Attendant
0579CL  Secretary I
0578CL  Secretary II
0580CL  Secretary III
0581CL  Secretary to CAO
0815CL  Senior Accounting Assistant
0639CL  Senior Board Services Specialist
0568CL  Senior Legal Secretary
0635CL  Senior Medical Billing Specialist
0506CL  Senior Tax Services Technician
0905CL  Store Clerk
0908CL  Supplies Clerk, Juvenile Facilities
0505CL  Tax Services Technician
0502CL  Tax Services Technician Trainee
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

FOR THE COUNTY OF ORANGE:

Charles Barfield
General Manager

Colette Farnes
Chief Human Resources Officer

Date

Don Drozd
General Counsel

Jamie Newton
Director, Employee & Labor Relations

Date

Tia Grasso
Associate General Counsel

Kim Derrick
Director, Employee Benefits

Date

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

OFFICE SERVICES UNIT

202319 – 20263

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

202319 - 20263

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

OFFICE SERVICES UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 June 27, 2023, sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Office Services Unit for the period beginning June 21, 2019 June 30, 2023 through June 29, 2023 June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019 June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence where the employee has balances posted shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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 Health care 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.
HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the terms, “sick” and/or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on 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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.
REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I  WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1.  Workweek

A.  The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

1.  Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2.  Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

B.  The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C.  No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D.  The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E.  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.
F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the agency/department work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such overtime of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

Distribution of Overtime

1. The County shall make a reasonable effort to make overtime
opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement, regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Section 2.B.2., above.

B. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

4. Overtime hours worked by extra help employees shall be paid.

5. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

6. No scheduled compensatory time off will be cancelled except in cases of emergency.

7. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

8. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time
A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

B. Such rest periods shall be scheduled in accordance with the requirements of the [agency/department], but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

D. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Exclusions from Workweek and Overtime Provisions

Clerical employees of individual members of the Board of Supervisors shall work such hours as directed by the Supervisor appointing them and shall not be subject to any of the provisions of Section 1, 2, or 3.

Section 5. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be five (5) percent of the employee’s basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.
B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) refrain from activities which might impair his or her ability to perform assigned duties.

3. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.
a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Bilingual pay shall not apply to workers' compensation supplement pay.

3. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the agency/department head, who will consider it according to:

   a. agency/department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

4. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An employee who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, Warrant Bureau, Theo Lacy Branch Jail or James Musick Facility shall, in addition to his or her biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours until the new rate below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollar [$130] per month) for all hours paid.
1.2. This salary supplement shall not apply to workers' compensation supplement pay, or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.
ARTICLE II  PAY PRACTICES

Section 1.  Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2.  Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the agency or department head, the Chief Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E.  1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.
Section 3. Merit Increase Within Range

A. 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 agency/department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
D. 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. A performance rating of "meets performance objectives" shall earn a two-step increase. Effective June 1, 2015, a performance rating of "meets performance objectives" shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10, and if granted, in what amounts, shall be solely within the discretion of the agency/department head and shall be based on merit.

E. If, in the agency's/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 agency/department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class, except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit
increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships and position responsibilities, and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. **Salary on Reassignment**

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, the employee’s salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. **Salary on Reduction**

A. 1. When a probationary employee is reduced to a class not previously
occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit
increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change, except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
### Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

**Section 7. Salary on Reclassification**

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.
Section 8. **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 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. **Salaries of Employees of Members of the Board of Supervisors**

The Board of Supervisors may at any time change the salary ranges for the classes of Executive Clerk I, II and III and Executive Secretary. The step placement on a salary range for clerical employees shall be determined by the Board member appointing them and may be changed at any time by the Board member.
Section 12. **Paycheck Deposit**

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

Section 13. **Classification and Compensation Studies**

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III   GENERAL PERSONNEL PROVISIONS

Section 1.    Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for twenty-six (26) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for one thousand forty (1040) paid hours exclusive of overtime ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period.

   b. A part-time employee shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's agency/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 agency/department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the employee's agency/department head, shall not have the right to return to his or her former class.

d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.
D. **General Provisions**

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.D., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an agency/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 Sections 1.D.4. and 5. of this Article, below, and an employee who is permitted by the agency/department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one (1) agency/department to another in the same class without the approval of the Chief Human Resources Officer.

E. **Extension of Probation Periods**

1. The granting of an Official 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. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

   When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

   An employee who is on Administrative Leave with Pay or suspended shall have his or her probation extended by the length of the Administrative Leave with Pay or suspension, with the extended probation period ending with and rounded to the first day of the first full 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. With the mutual agreement of a new probationary employee and his or her agency/department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the agency/department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.
Section 5.  Temporary Promotion

A.  A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

C.  An agency/department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours, but not to exceed eighteen (18) months.

E.  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.

F.  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 agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6.  Reemployment of Employees on Disability Retirement

A.  The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B.  Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of
two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

1. 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;

2. 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 agency/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. On-Duty Meals

The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

Section 10. Clerical Employees of the Board of Supervisors and Secretaries to Agency/Department Heads - General Regulations

A. Clerical employees of individual members of the Board of Supervisors shall serve at the pleasure of the Board member holding that office. They may be terminated at any time and, in such event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County or the State.
B. Secretaries to Elected Department Heads shall serve at the pleasure of the Department Head. They may be terminated at any time and, in such event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County or the State.

C. An Executive Secretary to an appointed agency/department head shall serve at the pleasure of the appointed agency/department head. The employee may be terminated at any time and, in such event, shall have no right of appeal or grievance procedure under any rules or regulations of the County or the State, except as provided in D. below.

D. An Executive Secretary serving at the pleasure of an Appointed agency/department head who, immediately prior to appointment, held regular status in a lower related class, may be removed from the Executive Secretary position at any time and, in such event, shall have no right of appeal or grievance procedure under any rules or regulations of the County or the State. Upon removal, the employee shall have the right to return to a position in the former class.

The acceptance by a regular employee of a position as Executive Secretary serving at the pleasure of an appointed agency/department head shall be voluntary.

If an employee who held regular status in a Secretary III position immediately prior to accepting the Executive Secretary position requests to return to the class of Secretary III, such request shall be granted.

Section 11. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the agency/department who meets the specific qualifications for the assignment.

Section 12. Training

A. Upon approval of the agency/department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.
B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Accrual of Healthcare Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4. Except as required by law, extra help employees shall not earn healthcare leave.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, preventative care, or absences related to Family Leave as defined in Section 14 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.
2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventing care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

2.3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The agency/department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
d. Upon the employee’s return to work, the employee must furnish the agency/department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to eight twenty-four (824) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:

   a. Absence caused by illness or injury to a member of the employee’s family except as provided in B. above.

   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the agency/department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of
healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused /healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated /healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of /healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's /healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire may request that a payoff of his or her accumulated /healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least
thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.

D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 23. Authorized Leave Without Pay

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.
1.2. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an agency/departmental leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 14, below. The agency/department head may require that all accumulated compensatory leave time be used prior to granting of agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental leave shall be at the option of the employee.

2.3. Official Leave

a. 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. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted. except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee’s completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department. Failure to request an extension before the end of the Official Leave may result in denial of that extension. 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 agency/department denies the extension of such Leave, the provisions of subsection 5. and 6., below, shall not apply.

6. An employee who has requested and identified valid need for Family Leave pursuant to Article IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

When Official Leave involves the employee’s own serious health condition—after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;

When Official Leave involves the circumstances covered by Section 1,
subsections B.4, B.5 or B.6 of this Article—after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used;

When Official Leave is used for all other reasons—after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

An Official Leave shall not be credited toward continuous service.

3.4. General Provisions – Discretionary Leave

a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of
receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department's modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.
b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee's spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave
a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.
3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

1.4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b., above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

1. Military Leave

a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.
8. Verification
   a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.
   
   b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.
   
   c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person’s health care provider with the same information listed in 8.a and 8.b, above, and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.
   
   d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.
   
   e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.
   
   f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave
   
   a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).
   
   b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.
   
   c. Any portion of the leave which is unpaid shall not be credited toward service hours.
C. Other Leaves of Absence

1. Leave for School and Child Care Activities

a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

1.2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) month but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months,
prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

a. 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.

b. A request for Leave of Absence without Pay shall normally be initiated by the employee, but may be initiated by the employee's agency/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 healthcare leave, compensatory time, vacation time and/or 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 four (4) months over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.
C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the County.

Section 63. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 74. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 85. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.
C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. OCEA shall make a request to the employee’s department head at least ten (10) days in advance.

2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. The services of such an employee are not immediately required by the County and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee’s right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the
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employee to contact his or her agency/department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the agency/department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence
which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/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, a regular, limited-term or probationary employee shall be placed on Workers’ Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers’ Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers’ Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks’ notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until such notice is given; however, the agency/department may waive the notice or reduce
Section 742. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the agency/depart rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on agency/depart operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by
Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 813. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (248 hours maximum per fiscal year), compensatory, and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. 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 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 the placement.

d. An employee’s presence is needed to attend to a serious health condition of the employee’s child, spouse, parent or a 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 arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. Employees must request and identify their need for Family Leave. The County and OCEA agree that certain other types of leaves 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 family member 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).

When a request for Family Leave is approved, the agency/department shall determine whether annual leave, healthcare
leave, compensatory leave, and/or vacation time 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 healthcare 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
agency/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 foreseeable leave due to a qualifying exigency, an employee must provide
notice of the need for leave as soon as practicable, regardless of how far in
advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment
or planned medical care of a child, parent or spouse, the employee shall, to
the extent practicable, schedule treatment and/or care in a way that
minimizes disruption to agency/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 service member 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 members 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.

Section 15. Leave Language Working Group

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V  VACATION

Section 1.  Vacation Accrual

A.  During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year).  Part-time employees will earn vacation on a prorated basis.  Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B.  After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period.  Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C.  Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D.  The maximum allowable vacation credit an employee may accrue at any one time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours.  The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours.  An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A.  Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B.  Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.
C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.
Section 3. **Vacation Cash Out**

A. **Vacation Cash Out Where Employee Has No Annual Leave Balances**

1. After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

2. After annual leave has been exhausted, during each fiscal year, employees in the classification of Data Entry Technician may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI   ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before the implementation of the 2019-2023 MOU June 21, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 2.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for
the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee’s hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/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.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash-out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

C.B.
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100% the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

**D.C.** Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

**E.D.** An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.
F.E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  

HOLIDAYS

Section 1.  

Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023

Independence Day, July 4
Labor Day, September 24
Native American Day, September 22
Columbus Day, October 14
Veteran's Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2024

New Year's Day, January 1
Martin Luther King, Jr.'s Birthday, January 20
Lincoln’s Birthday, February 12
Washington’s Birthday, February 19
Memorial Day, May 27
Independence Day, July 4
Labor Day, September 27
Native American Day, September 27
Columbus Day, October 12
Veteran's Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 29
Christmas Day, December 25

2025

New Year's Day, January 1
Martin Luther King, Jr.’s Birthday, January 20
Lincoln’s Birthday, February 21
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 16
Native American Day, September 26
Columbus Day, October 11
Veteran’s Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25 (Observed)

2022

Martin Luther King, Jr.'s Birthday, January 17
Lincoln’s Birthday, February 12
Washington's Birthday, February 21
Memorial Day, May 30
Independence Day, July 4
Labor Day, September 5

New Year's Day (Observed)
Columbus Day, October 10
Veteran’s Day, November 11
Thanksgiving Day, November 24
Day After Thanksgiving, November 25
Christmas Day, December 26 (Observed)

New Year’s Day, January 1, 2023 (Observed)
Martin Luther King, Jr.’s Birthday, January 16,
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 25

B. If a holiday falls on a Saturday but is observed on the preceding Friday by
the Municipal and/or Superior Courts, employees who have been designated
by the County as being necessary to the operation of said courts may
be allowed to observe the Court observed Friday holiday in lieu of the
Saturday holiday provided such employees are given notice of their work
schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in G below, when a holiday other than Christmas
Day falls on a Sunday, the next day shall be observed as the holiday.

D. When New Year's Day falls on a Saturday, the Friday immediately
preceding shall be observed as the holiday.

E. When Christmas Day falls on a Sunday, the next day (Monday) shall be
observed as the holiday unless an employee is required to work on
December 25 as part of his or her normal work schedule. In such cases the
employee may, with agency/department approval, observe the
holiday on December 25. Under no circumstances shall an employee
receive holiday compensation for both December 25 and the following
Monday.

F. When Christmas Day falls on a Saturday, the Friday immediately preceding
shall be observed as the holiday unless an employee is required to work on
December 25 as part of his or her normal work schedule. In such cases the
employee may, with agency/department approval, observe the
holiday on December 25. Under no circumstances shall an employee
receive holiday compensation for both December 25 and the Friday
immediately preceding.

G. Employees Regularly Scheduled to Work on the Holiday

1. Employees in the classifications of Office Assistant and Office
Specialist assigned to work for OC Animal Care who are required to
work on the holiday will be permitted to observe the holiday on a
Saturday when it falls on a Saturday or on a Sunday when it falls on a
Sunday.

2. Employees in the classification of Park Attendant who are required to
work on the holiday will be permitted to observe the holiday on a Saturday when it falls on a Saturday or on a Sunday when it falls on a Sunday.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays
1. An employee who is required to work on Columbus Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred-fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately-owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the agency/department certifies that the employee was required to use a privately-owned vehicle on County business.
Section 2. Personal Property Reimbursement

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. Boots

A. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.

B. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

A.
Section 4. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or 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); a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
2. copies of material on which the proposed action is based;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;

5. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated agency/department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2. above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for
suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

   1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee’s wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2. Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

D.E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall
resume, unless timelines are extended by mutual agreement.

E.F. Upon written consent of the parties, (i.e., the representatives of the County and the employee or his or her representative) the time limits at any step in the procedure may be extended.

F.G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

G.H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

H.I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other’s files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.

B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify heads of the names and
titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and
Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Department Head

An employee may formally submit a grievance to the agency/department department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

a. an interpretation or an application of this Memorandum of Understanding;

b. a performance evaluation rating of “does not meet performance objectives”;

c. deferral or denial of a merit increase, or a dispute about the number of steps granted;

d. a written reprimand;

d-e. a release from new hire probation alleging discrimination pursuant
to Article III, Section 1.C.3; or

e.f. a release from promotional probationary release alleging discrimination pursuant to Article III, Section 1.C.3;

Items a., b., c., d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by an 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 notice of failure of probation, suspension and/or reduction.

Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in Bb., Cc. and Dd., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction
imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

d. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies – All Disciplinary Actions (Other than Discharge)

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

1. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to
reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

   a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release may be sustained.

      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

      3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
D. General Provisions

1. Except as otherwise required by law, the all costs of an arbitration shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following
rules shall apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow.
Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A.  This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B.  This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.

C.  When two (2) or more agencies/department are consolidated or when one (1) or more functions of one (1) agency/department are transferred to another agency/department, employees in all involved agencies/department shall be subject to layoff if one is necessary.

D.  Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.  Order of Layoff

A.  When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/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 an agency/department except that:

1.  Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

C.  Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an agency/department.
D. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agency/department shall determine the order of layoff for these employees.

E. 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.

F. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee
shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce 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 their agency/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 their agency/department of their intent to exercise rights under this Section; and where such notification is not in
writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their agency/department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agency/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 AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first.

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY/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 an **AGENCY/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 an **AGENCY/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 **AGENCY/DEPARTMENTAL REINSTATEMENT LIST** for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

**B.** The names of persons laid off shall be placed on the **COUNTY PREFERRED ELIGIBLE LIST** for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an **agency/departement** 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/departement** 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 **AGENCY/DEPARTMENTAL REINSTATEMENT LIST** and the **COUNTY PREFERRED ELIGIBLE LIST** shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that
class.

3. An employee who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/department 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 department to another agency/department department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2 if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the
employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS’ COMPENSATION  
SUPPLEMENT PAY  

Section 1.  Treatment of Industrial Injuries  

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.  

Section 2.  Workers’ Compensation Supplement Pay  

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers’ compensation supplement pay which, when added to the workers’ compensation temporary disability benefit, shall equal eighty (80) percent of the employee’s base salary for a period not to exceed one (1) year including holidays.  

B. Workers’ compensation supplement pay shall begin the same day as the workers’ compensation temporary disability benefits. Prior to qualifying for workers’ compensation temporary disability benefits, an injured employee, at his or her option, may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.  

C. While an employee receives workers’ compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers’ compensation temporary disability benefits.  

D. When an injury is determined to be job related by the County or by the Workers’ Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee’s account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).  

E. The merit increase eligibility date and probation period of any employee who receives workers’ compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.  

F. When an employee is no longer entitled to receive workers’ compensation  


supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph A., above.

G. Time during which an employee receives workers’ compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII  SAFETY

Section 1.  General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee’s health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.  Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the employee's agency/department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.
Section 3. **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work, and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee’s absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. **Resolution of Safety or Health Complaints**

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV   UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

The County will continue the current system of providing and/or laundering uniforms for all groups of employees in the Unit who are currently provided uniforms.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on agency/departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the agency/department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI  MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII   NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an informational copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her agency/department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agency/department response to an employee's request for recategorization includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.
Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified, and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 4. of this Article shall be extended forty-five (45) days.

Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a
consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3. above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX   INSURANCE

Section 1.   Health Plans and Premium Contributions

A. Full - Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage - eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee’s eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:
a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee's premium if the employee completes the Wellness Incentive program;

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee's eligible dependents if the employee completes the Wellness Incentive program.

c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only Coverage – one hundred (100) percent of the premium;

b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

6. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse
D.C. shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

E.D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

F.E. For Employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

G.F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

H.G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

I.H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event
beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund approved by the State of California for the sole purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said State approved trust fund. The County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 14 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees,
attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. **Retiree Medical Plan**

A. **Retiree Medical Grant**
Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.
a. Upon implementation of the Plan for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023

3. Sections 5.A3.b.1 and 5.A.3.b.2 shall not apply to Disability Retirements

c. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to
September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

d. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document.
Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant.
based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

e-b. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d-c. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant
and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their Grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. Reopener

The County may reopen negotiations on this Article\(^1\) and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

\(^1\) Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX      DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

   a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

   b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

   c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

   d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

   e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

   f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI - RETIREMENT

Section 1. Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA).

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979, the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65" benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.

   c. In the event an eligible employee elects the “1.62% at 65" benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution
Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the
The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

2. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010 the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC Plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the DC Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Office Services Unit for classes in effect on June 21, 2019 June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV   PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year. All other performance management components of PIP remain in effect.
ARTICLE XXVI    LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

   1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

   2. Has County-wide impact; or

   3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2.  Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

B. 1. Every agency/department shall have an LMC.
2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 2.504.75%.

2. Effective July 3, 2020June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2021June 27, 2025, the salary schedule will be increased by 2.504.00%.

   Effective July 1, 2022, the salary schedule will be increased by 3.50%.  

ARTICLE XXVIII  DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Office Services Unit as of June 24, 2019

0805CL Accounting Assistant I
0810CL Accounting Assistant II
0832CL Accounting Specialist
0835CL Accounting Technician
0558CL Attorney's Clerk I
0559CL Attorney's Clerk II
0638CL Board Services Specialist
0637CL Board Services Trainee
0830CL Cashier
0545CL Civil Process Technician
0541CL Civil Process Technician Trainee
0530CL Customer Relations Assistant
0538CL Data Entry Specialist
0537CL Data Entry Technician
0643CL Election Aide
0644CL Election Worker
0382CL Estate Administration Specialist I
0383CL Estate Administration Specialist II
0914CL Estate Inventory Clerk
0595CL Executive Secretary I
0596CL Executive Secretary II
0535CL Information Processing Specialist
0534CL Information Processing Technician
0640CL Lead Board Services Specialist
0567CL Legal Secretary
0566CL Legal Secretary Trainee
0631CL Medical Billing Specialist
0633CL Medical Transcriber I
0634CL Medical Transcriber II
1131CL Micrographics Technician I
0504CL Office Assistant
0536CL Office Specialist
0522CL Office Technician
0503CL Office Trainee
1408CL Park Attendant
0579CL Secretary I
0578CL Secretary II
0580CL Secretary III
0581CL Secretary to CAO
0815CL Senior Accounting Assistant
0639CL Senior Board Services Specialist
0568CL Senior Legal Secretary
0635CL Senior Medical Billing Specialist
0506CL Senior Tax Services Technician
0905CL Store Clerk
0908CL Supplies Clerk, Juvenile Facilities
0505CL Tax Services Technician
0502CL  Tax Services Technician Trainee
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield
General Manager

Don Drozd
General Counsel

Tia Grasso
Associate General Counsel

FOR THE COUNTY OF ORANGE:

Colette Farnes
Chief Human Resources Officer

Jamie Newton
Director, Employee & Labor Relations

Kim Derrick
Director, Employee Benefits

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

SHERIFFS SPECIAL OFFICER UNIT

2023 – 2026

COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SHERIFFS SPECIAL OFFICER

UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence where the employee has balances posted shall be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE OR HEALTHCARE LEAVE shall mean and be synonymous with the terms “sick” and/or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a Leave of Absence.

LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.
PART-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.
Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

B. The official FLSA work period for Sheriffs Special Officers shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

C. The work period for all other employees in FLSA exempt classifications may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Employees shall receive compensation on a biweekly basis.

1. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours actually worked in a work period shall be overtime. Work ordered and performed in excess of eighty (80) hours of paid time in accordance with an emergency declared by the Board of Supervisors shall be overtime.

2. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.
3. An employee in this unit may request to trade his or her days of work for another employee's days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

Trades under this provision shall require the written approval of the Department.

4. An employee may request to trade his or her biannual, quarterly or monthly shift for another employee's biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

D. The County agrees to give employees a fourteen (14) calendar day advance notice of a shift change whenever practicable.

E. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

F. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

G. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.

H. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a. four (4) ten (10) hour workdays per week;
b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than three (3) such studies concurrently for the Department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

I. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a situation already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the
distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the Department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.

5. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

7. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.
Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.

C. Call-Back Pay

1. When an employee returns to work because of a Department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours
work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in 4.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.

   a. An employee must be assigned by Departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Qualified employees in the unit who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.
4. Bilingual pay shall not apply to workers' compensation supplement pay.

5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:
   a. Department need;
   b. availability of a qualified replacement; and
   c. availability of another suitable assignment for the requesting employee.

6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

F. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

G. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer I, II who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three cents (2.03) per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.

2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher or Communication Coordinator classification and the step 12 hourly rate of the Sheriffs Special Officer II classification exceeds two dollars and three cents (2.03) per hour, the premium will be adjusted accordingly.

H. Quartermaster Pay

Effective as of the first day of the first full pay period after adoption by the Board of Supervisors on or after June 30, 2023, employees in an active pay status in the classification of Sheriffs Special Officer assigned on a regular, full-time basis by the department to the Quartermaster Unit who possess a valid Class A or B driver’s license shall be paid an additional monthly
premium of seventy-five dollars ($75) per month (approximately $34.62 biweekly).
ARTICLE II   PAY PRACTICES

Section 1.  Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2.  Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.B. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.
Section 3. Merit Increase Within Range

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Department Head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of “meets performance objectives” shall earn a two (2) step increase.
E. If, in the Department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class, except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.
Section 5. **Salary on Reassignment**

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, their salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. **Salary on Reduction**

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
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<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at
the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee’s choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III   GENERAL PERSONNEL PROVISIONS

Section 1.   Probation

A.   New Probation

1.   Full-Time Employee

   A new or reemployed employee in a regular or limited-term position shall
   be placed on a new probation period for fifty-two (52) weeks from the
   date of appointment and ending with the first day of the pay period
   following completion of said period.

2.   Part-Time Employees

   A new or reemployed employee in a part-time regular or limited-term
   position shall be placed on a new probation period for two thousand
   eighty (2080) paid hours exclusive of overtime, ending with the first day
   of the pay period following completion of said period.

B.   Promotional Probation

1.   Any regular or limited-term employee who is promoted, excluding a
    temporary promotion, shall be placed on promotional probation except
    as provided in section B.2., below.

   a.   A full-time employee shall serve a probation period equal to the
        time period of the initial probation ending with the first day of the
        pay period following completion of said period. However, an
        employee who promotes to a class in the same or closely related
        occupational series, shall serve a promotional probation period of
        twenty-six (26) weeks from the date of promotion ending with the
        first day of the pay period following completion of said period or
        the remainder of any uncompleted new probation period, whichever is
        longer.

   b.   A part-time employee shall be placed on promotional probation for
        two thousand eighty (2080) paid hours, exclusive of overtime,
        ending with the first day of the pay period following completion of
        said period except that for promotion to a class in the same or
        closely related occupational series, the promotional probation
        period shall be one thousand forty (1040) paid hours exclusive of
        overtime or the remainder of any uncompleted new probation
        period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee’s record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E1., 2. and 3. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one Department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative
Leave with Pay or suspension, and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her Department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the Department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.
E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. The Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee’s former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee’s assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status.
They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one department to another.

Section 9. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the Department who meets the specific qualifications for the assignment.

Section 10. Training

A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.
B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Healthcare Leave Accrual

1. During the first three (3) years of employment, an employee shall earn 0.0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn 0.0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.
   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee's illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.
2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee's family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild, or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.
   a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below).

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:
   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
   b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.
   c. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
   d. Upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee's family except as provided in B., above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates.
Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. Departmental Leave

   A regular, limited-term or probationary employee may request a Departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

   a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted.

   b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.


   a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

   b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee's department only where the employee is unable to initiate such action.

   c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5)
business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be
eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave
a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

b. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.
3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b. above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. **Military Leave**
   
a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.
e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee’s own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person’s health care provider with the same information listed in 8.a and 8.b above and stating that the employee cannot perform their duties because the leave is required to care for the eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

1. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.
c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. Other Leaves of Absence

1. Leave for School and Child Care Activities

a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.
c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 4. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 5. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In
addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. OCEA shall make a request to the Department Head at least ten (10) days in advance.

2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee’s last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. A statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. A statement of the reasons for considering the employee to have automatically resigned;

3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. A statement of the employee's right to representation;

5. A copy of the automatic resignation provisions which apply to the employee;

6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for
the employee to contact his or her Department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.
7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee’s eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 8. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (24 hours maximum per fiscal year), compensatory time and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.
ARTICLE V  VACATION

Section 1.  Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee’s vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee’s vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Article V., Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use
a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C., and D.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C., and D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by the Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.
Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the Department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D., above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under
this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits.
specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive prorated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII    HOLIDAYS

Section 1.   Holidays Observed

A.   Except as modified below, County employees shall observe the following holidays:

2023:
Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Veterans Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2024:
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 27
Independence Day, July 4
Labor Day, September 2
Native American Day, September 27
Veterans Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 29
Christmas Day, December 25

2025:
New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 20
Lincoln’s Birthday, February 12
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 1
Native American Day, September 26
Veterans Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25

2026:
New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 19
Lincoln’s Birthday, February 12
Washington’s Birthday, February 16
Memorial Day, May 25
B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay
A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. **Compensation for Holidays Falling on Scheduled Days Off**

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. **Compensation for Work on Holidays**

1. An employee who is required to work on Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.’s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.
G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. In which the employee has not actually worked eighty (80) hours;

2. Unless the employee claims the ten (10) dollar minimum and the Department certifies that the employee was required to use a privately owned vehicle on County business.
Section 2.  **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3.  **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4.  **Boots**

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

B. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.
ARTICLE IX  DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure.  Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A.  In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

   1.  Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

   2.  Be informed of the employee’s right to representation in the response;

   3.  Be informed of the employee’s right to appeal should the proposed suspension become final.

B.  In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A.  In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action.  Such written notice shall contain:

   1.  A description of the proposed action and its effective date(s);

   2.  A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. Copies of material on which the proposed action is based;

4. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. A statement of the employee's right to representation;

6. A statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for
suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
2. A statement of the employee’s right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A.  A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B.  Specifically excluded from the scope of grievances are:

1.  Subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2.  Matters which have other means of appeal;

3.  Position classification;

4.  Performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A.  If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B.  If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D.  The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation.  OCEA may appeal this decision to the Board of Supervisors.

E.  A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation.  The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office.  The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation.  Once the EEO Office has completed the intake, review, and if applicable, investigation, the
grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same Department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify Department Head of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. An employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. An authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;

   b. a performance evaluation rating of “does not meet performance objectives”;

   c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
d. a written reprimand;

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by the Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure
a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8 of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies - All Disciplinary Actions (Other than Discharge)

1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3., shall be as follows and shall be submitted consistent with Section 8.A., above.
   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?
   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies
   a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.
   b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
   c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
      1. The probationary release may be sustained.
      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, all the costs of arbitration shall be shared equally in all cases by the County and the appealing party. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of suspensions of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
   a. Oral evidence shall be taken only on oath or affirmation.
   b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will
automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI  LAYOFF PROCEDURE

Section 1.  General Provisions

A.  This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B.  This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C.  When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D.  Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.  Order of Layoff

A.  When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their department head shall be laid off in an order based on consideration of:

1.  Employment status,

2.  Past performance,

3.  Length of continuous service with the County.

B.  Layoffs shall be made by class within the Department except that:

1.  Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2.  Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of the Department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the Department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, the employee’s layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the Department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify the Department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her Department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

   The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5

   The names of persons who exercise their rights under Section 5 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
3. **Persons Who Voluntarily Reduced Under the Provisions of Section 6**

The names of persons who were voluntarily reduced under the provisions of Section 6 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

**B.** The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5, in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

**C.** Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) department to another department occurs, employees previously laid off from such function(s) who are on an DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step...
on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or Labor Code 4850 et seq. for the classification of Sheriffs Special Officer.

Section 2.  Exhaustion of 4850 Benefits

When an employee has exhausted all benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, the provisions of Section 3. (below), Worker’s Compensation Supplement Pay, shall apply.

Section 3.  Workers' Compensation Supplement Pay

A.  Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B.  Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C.  While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

F. When an employee is no longer entitled to receive workers' compensation supplement pay or 4850 Leave, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

H. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 4. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII       SAFETY

Section 1.       General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.       Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the Department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.
Section 3.  **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4.  **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5.  **Resolution of Safety or Health Complaints**

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  UNIFORMS AND SPECIAL EQUIPMENT

Section 1. Uniforms

The County will provide, but will not launder or dry clean, required uniforms for employees in the following classes:

Sheriffs Special Officer I
Sheriffs Special Officer II

Section 2. Special Equipment

The County will provide employees in the classes of Sheriffs Special Officer I and II with firearms, batons, handcuffs and leather goods whenever these items are required by the County.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on Departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the Department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII   NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to the Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate Department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Chief Human Resources Officer with a recommendation that a classification study be conducted.

A. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
B. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

A. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

B. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

C. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5.  Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX INSURANCE

Section 1. Health Plans and Premium Contributions

A. Full-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;
   
   b. Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.
   
   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B. Part-Time Employees

1. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any
subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.
D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:

   a. the actual cost of benefits provided by the trust fund;

   b. member contributions to the cost of benefits provided by the trust fund;

   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);

   d. a summary of other trust fund expenditures; and

   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:

      1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than
age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility
requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006 who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as
defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty-five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.
b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.
Section 6. **Reopener**

Reopener as a Result of the ACA

The County may reopen negotiations on this Article¹ and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

Section 7. **Accidental Death and Dismemberment Insurance**

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) for all Sheriffs Special Officer employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

¹ Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX      DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

   a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

   b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

   c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

   d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

   e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

   f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI  
RETIREMENT

Section 1.  Retirement Benefit Levels

A.  For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA).

1.  Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a.  For eligible employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b.  For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2.  1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a.  Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b.  In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active
members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII   SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. **Dependent Care Reimbursement Account (DCRA)**

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2. **Health Care Reimbursement Account (HCRA)**

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:
   1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;
   2. Has County-wide impact; or
   3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2.  Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every department shall have an LMC.

2. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/Modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII   SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.0%.
ARTICLE XXVIII  DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Sheriffs Special Officer Unit as of June 30, 2023:

6109SO  Sheriff’s Special Officer I
6112SO  Sheriff’s Special Officer II
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:  

_______________________________  _______________________________
Charles Barfield  Colette Farnes  
General Manager  Date  Chief Human Resources Officer  Date

_______________________________  _______________________________
Don Drozd  Jamie Newton  
General Counsel  Date  Director, Employee & Labor Relations  Date

_______________________________  _______________________________
Tia Grasso  Kim Derrick  
Associate General Counsel  Date  Director, Employee Benefits  Date

Board of Supervisors Approval Date

Attachment 1
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MEMORANDUM OF UNDERSTANDING

SHERIFFS SPECIAL OFFICER UNIT

2019-2023 – 20236

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

202319 - 202336

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SHERIFFS SPECIAL OFFICER

UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019 through June 27, 2023 sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for the period beginning June 21, 2019 through June 29, 2023. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019 through June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence where the employee has balances posted shall not be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

EMPLOYEE shall mean a person employed by the County and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

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 healthcare 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.

SSO – 1
FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE OR HEALTHCARE LEAVE shall mean and be synonymous with the terms “sick” and/or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on 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 BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.
**REDUCTION** shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

**REGULAR EMPLOYEE** shall mean an employee who is not on probation and is employed in a regular or limited-term position.

**REGULAR POSITION** shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee.

**Y-RATE** shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

B. The official FLSA work period for Sheriffs Special Officers shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

C. The work period for all other employees in FLSA exempt classifications may be established on a pay period basis, starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period. Employees shall receive compensation on a biweekly basis.

1. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours actually worked in a work period shall be overtime. Work ordered and performed in excess of eighty (80) hours of paid time in accordance with an emergency declared by the Board of Supervisors shall be overtime.

2. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.
3. An employee in this unit may request to trade his or her days of work for another employee's days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A., above.

Trades under this provision shall require the written approval of the Department.

4. An employee may request to trade his or her biannual, quarterly or monthly shift for another employee's biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

D. The County agrees to give employees a fourteen (14) calendar day advance notice of a shift change whenever practicable.

E. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

F. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

G. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.

H. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:

   a four (4) ten (10) hour workdays per week;
b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or

c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than three (3) such studies concurrently for the Department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

I. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek for classifications designated as non-exempt from FLSA or eighty (80) in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.

2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a situation already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.
4. The County and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the Department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

5. No scheduled compensatory time off will be cancelled except in cases of emergency.

6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work.
Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.

2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.

3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. Employees paid on a sixteen (16) hour shift basis are exempt from these provisions.
4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of a Department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Except as provided in 4.C.3., below, call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine (69) dollars per month) for all hours actually paid.

   a. An employee must be assigned by Departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Qualified employees in the unit who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their
professional and/or technical duties, based on assignment requirements, shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty one (121) dollars per month) for all hours actually paid.

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.

4. Bilingual pay shall not apply to workers' compensation supplement pay.

5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:

   a. Department need;
   
   b. availability of a qualified replacement; and
   
   c. availability of another suitable assignment for the requesting employee.

6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

F. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers shall be paid two dollars ($2.00) per hour for all hours assigned to perform such training functions.

G. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer I, II who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three cents (2.03) per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.

2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher or Communication Coordinator classification and the step 12 hourly rate of the Sheriffs Special Officer
II classification exceeds two dollars and three cents (2.03) per hour, the premium will be adjusted accordingly.

H. Quartermaster Pay

Effective as of the first day of the first full pay period after adoption by the Board of Supervisors on or after June 30, 2023, employees in an active pay status in the classification of Sheriffs Special Officer assigned on a regular, full-time basis by the department to the Quartermaster Unit who possess a valid Class A or B driver's license shall be paid an additional monthly premium of seventy-five dollars ($75) per month (approximately $34.62 biweekly).
ARTICLE II          PAY PRACTICES

Section 1.    Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2.    Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the Agency or Department Head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

   2. If a recruiting step is decreased, incumbents of the class will be unaffected.

   3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB. for new employees.
4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

A. Extra help employees shall not be eligible for merit increases within range.

BA. 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.

CB. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

DC. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following
completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

ED. 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. A performance rating of “meets performance objectives” shall earn a two (2) step increase. **Effective June 1, 2015**, a performance rating of “meets performance objectives” shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 (Step 12 for employees assigned to Salary Schedule G), and if granted, in what amounts, shall be solely within the discretion of the Department Head and shall be based on merit.

FE. 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.

GF. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. **Salary on Promotion**

A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class, except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.
B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary range
Section 6. **Salary on Reduction**

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.
2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full-Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.
B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III      GENERAL PERSONNEL PROVISIONS

Section 1.    Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employees

A new or reemployed employee in a part-time regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same or closely related occupational series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

   b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

   An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section E1., 2. and 3. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one Department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. 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. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.
When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have his or her probation extended by the length of the Administrative Leave with Pay or suspension, with the extended probation period ending with the first day of the pay period after said extended date and rounded to the first day of the first full pay period.

2. The Chief Human Resources Officer shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. With the mutual agreement of a new probationary employee and his or her Department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the Department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the
employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of
annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. The Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of
reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one agency/department to another.

Section 9. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and
C. there is another employee in the same classification in the Department who meets the specific qualifications for the assignment.

Section 10. Training

A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV  LEAVE PROVISIONS

Section 1.  Healthcare Leave

A.  Healthcare Leave Accrual

1.  During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).

2.  After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).

3.  Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

4.  Except as required by law, extra help employees shall not earn healthcare leave.

B.  Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of healthcare leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1.  An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care, or absences related to Family Leave as defined in Section 14 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a.  An employee with an annual leave balance may use healthcare leave for absences resulting from an employee's illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.
2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild, or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

c. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

d. Upon the employee’s return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:

   a. Absence caused by illness or injury to a member of the employee’s family except as provided in B., above.

   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.
2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:

   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

   Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

   b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

   c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for
Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare/leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee’s retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2.

Section 32. Authorized Leave Without Pay

A. Discretionary Leave of Absence

4. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

1.

2. Departmental Leave

A regular, limited-term or probationary employee may request an agency/dDepartmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A. and 14, below. The agency/department head may require that all accumulated compensatory leave time be used prior to granting of
agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental Leave shall be at the option of the employee.

3. **Official Leave**

   a. **1a.** 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. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted, except as provided in subsections 2. and 3., below. Such Leave may be authorized only after an employee's completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual leave balance subject to 100% payoff have been applied toward payment of the absence.

   b. **2b.** An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department. Failure to request an extension before the end of the Official Leave may result in denial of that extension, 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 agency/department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.

4. **An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14, and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:**

5. **a.** When Official Leave involves the employee’s own serious health condition—after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;

6. **b.** When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B6 of this Article—after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used.

7. **c.** When Official Leave is used for all other reasons—after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

11. **SSO – 33**
12.4. 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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

13.  

14.5. Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

15.  

16.6. If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

17.  

18.7. An Official Leave shall not be credited toward continuous service.

4.  


a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave

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balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

b. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.
4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b. above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave
   a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.
   b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.
   c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.
   d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.
   e. Military Leave shall be credited toward continuous County service.

8. Verification
a. A request for Leave shall be made upon forms prescribed by the
Chief Human Resources Officer and shall state specifically the
reason for the request, the date when it is desired to begin the Leave
of Absence, the date of return, and the required documentation
supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave
of Absence, an employee will be required to furnish medical
certification from the employee’s health care provider which states:
(1) the date on which the Leave is to commence; (2) the date on
which the Leave is to end; (3) that the employee cannot perform their
duties because of the employee’s own serious health condition.

c. To request Leave to care for another eligible person, an employee is
required to furnish medical certification from the eligible person’s
health care provider with the same information listed in 7.b. (1-2)8.a
and 8.b above and (3) stating that the employee cannot perform their
duties because the leave is required to care for the eligible person
pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for
Leave at least thirty (30) days, or as soon as practicable, prior to the
start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-
Discretionary Leave of Absence may be grounds for denial of the
leave.

f. If the department modifies or does not approve a request for Non-
Discretionary Leave of Absence, the employee may, within fifteen
(15) calendar days of said action, file a request for review with the
Chief Human Resources Officer. The employee shall include the
department’s modification or denial of the leave in the request for
review by the Chief Human Resources Officer. The decision of the
Chief Human Resources Officer on such appeals shall be final.

1. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary
leave entitlement will be based on the calendar year (January 1 to
December 31).

b. Unless otherwise prohibited by state or federal law, Non-
Discretionary Leaves of absence will run concurrently.

c. Any portion of the leave which is unpaid shall not be credited
toward service hours.

C. Other Leaves of Absence
1. Leave for School and Child Care Activities

a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may
be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1.B.8, Article V, or Article VI.

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 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 Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a 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 healthcare leave, compensatory time, vacation and/or annual leave time 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 four (4) months over the course
of a 12-month period, at the level and under the conditions that
coverage would have been provided if the employee had continued
in employment continuously for the duration of the leave.

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

Section 63. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 74. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee’s work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 85. Leave for OCEA Business
A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

A.C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

A. 1. OCEA shall make a request to the Department Head at least ten (10) days in advance.

B. 2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

C. 3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 96. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 96.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. A statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. A statement of the reasons for considering the employee to have automatically resigned;

3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. A statement of the employee's right to representation;
5. A copy of the automatic resignation provisions which apply to the employee;

6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her Department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absences is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.
4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/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, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers' Compensation Leave shall continue until the employee:

1. Is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. Is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. Accepts employment outside the County; or

4. Accepts employment in another County position; or

5. Has been found to be permanent and stationary and is not rehabilitated as provided by law; or

C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until such notice is given; however, the Department may waive the notice or reduce the notice period at its discretion.

Section 427. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsections A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 138. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (824 hours maximum per fiscal year), compensatory time and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 14. 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 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 the placement.

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 arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. Employees must request and identify their need for Family Leave. The County and OCEA agree that certain other types of leaves 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 family member 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 agency/department shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time 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 healthcare 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 case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/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/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 service member 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.

Section 15. LEAVE LANGUAGE WORKING GROUP

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V       VACATION

Section 1.  Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be two hundred forty (240) hours. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be three hundred twenty (320) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2.  General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Article V., Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use
a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Section 1.C., and D.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee’s County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Section 1.C., and D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee’s account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by the Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

J. Illness while on paid vacation will be charged to Healthcare Leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.
Section 3.  Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances

   After annual leave has been exhausted, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty five (25) hours each or one (1) increment of up to fifty (50) hours. Such payment shall be made upon request unless the Department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

B. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave

   1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D., above) some time during the fiscal year unless the employee is able to cash out vacation time.

   2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of eighty (80) hours each fiscal year, except if the employee has eighty (80) or more hours of accrued, unused Annual Leave balances then they may cash out up to one hundred (100) hours of vacation each fiscal year.
ARTICLE VI  ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977, and before June 21, 2019 the implementation of the 2019-2023 MOU.

Section 1.  Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2.  Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee’s presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member;
or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee’s hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Election Board Officer or Election Night Help.

E. Holidays which fall during an employee’s annual leave (vacation) period shall not be charged against the employee’s annual leave balance.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 40 hours of Annual Leave; an additional 40 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 80 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>160 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
</tbody>
</table>
10 or more years  A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 240 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.D. Remaining hours, up to the accrual limits specified in Article V, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.
D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, County employees shall observe the following holidays:

2023
- Independence Day, July 4
- Labor Day, September 4
- Columbus Day, October 14
- Native American Day, September 22
- Veteran's Day, November 11
- Thanksgiving Day, November 24
- Day After Thanksgiving, November 25
- Christmas Day, December 25

2020
- 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 27
- Independence Day, July 4
- Labor Day, September 27
- Columbus Day, October 12
- Native American Day, September 27
- Veteran's Day, November 11
- Thanksgiving Day, November 28
- Day After Thanksgiving, November 29
- Christmas Day, December 25

2021
- New Year's Day, January 1
- Martin Luther King, Jr.'s Birthday, January 18
- Lincoln's Birthday, February 12
- Washington's Birthday, February 17
- Memorial Day, May 31
- Independence Day, July 4
- Labor Day, September 16
- Columbus Day, October 11
- Native American Day, September 26
- Veteran's Day, November 11
- Thanksgiving Day, November 27
- Day After Thanksgiving, November 28
- Christmas Day, December 25 (Observed)
- New Year's Day (Observed)

2022
- Martin Luther King, Jr.'s Birthday, January 17
- Lincoln's Birthday, February 12
Washington’s Birthday, February 21
Memorial Day, May 30
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 26 (Observed)

20263: New Year’s Day, January 12 (Observed)
Martin Luther King, Jr.’s Birthday, January 196
Lincoln’s Birthday, February 12
Washington’s Birthday, February 1620
Memorial Day, May 259

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said Courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. When a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

D. When New Year’s Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.
F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

Section 2. Eligibility for Holiday Pay

A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.

D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

A. On each of the holidays designated above, each full-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

B. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Native American Day, Veteran’s Day, Day after Thanksgiving, Martin Luther King, Jr.’s Birthday, Lincoln’s Birthday or Washington’s Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year’s Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee’s basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee’s vacation period shall not be charged against the employee’s vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A.  Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. In which the employee has not actually worked eighty (80) hours;

2. Unless the employee claims the ten (10) dollar minimum and the Department certifies that the employee was required to use a privately owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Educational and Professional Reimbursement**

Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).

Section 4. **Boots**

A. The parties agree to establish a working group to identify additional classifications or to develop a policy for identifying classifications and/or positions qualifying for safety boot reimbursement.

B. During the first year of this contract, a Department Head in conjunction with Risk Management may authorize provision of safety work boots through a boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal year for additional positions/employees that as a result of their duties are required to wear safety compliant work boots on a regular basis.

A. A Department Head may authorize the provision of safety work boots for employees who are required to furnish their own safety work boots up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher, or a reimbursement per the following:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.
5. The department is able to absorb any increased costs within its existing budget.

6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear. Department Head in conjunction with Risk Management and/or the Department Safety Manager may authorize provision of safety work boots up to a maximum of three hundred dollars ($300) per fiscal year through a stipend, boot mobile, voucher, or a reimbursement for the term of this MOU for additional designated classifications/employees per the following parameters:

As a result of their duties, the employees are required to wear safety compliant work boots.

There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classifications within the department or specific division/unit/s.

If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

The department is able to absorb any increased costs within its existing budget.

If a department implements a program to provide safety work boots through a stipend, boot mobile and/or voucher system, the employees will no longer be entitled to the safety work boot reimbursement. Employees are only entitled to receive one form of safety work boot provision, i.e., stipend, boot mobile, voucher or reimbursement, per fiscal year or as otherwise described above.

Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classifications who are required to wear compliant protective footwear.

A.B.
ARTICLE IX  

DISCIPLINARY ACTION

Section 1.  Reprimand and Substandard Performance Evaluation

A.  No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B.  A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2.  Emergency Suspensions of Five Days or Less

A.  In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

   1.  Whenever practicable, be given an opportunity to respond to the proposed suspension to a designated Department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

   2.  Be informed of the employee’s right to representation in the response;

   3.  Be informed of the employee’s right to appeal should the proposed suspension become final.

B.  In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3.  Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A.  In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

   1.  A description of the proposed action and its effective date(s);

   2.  A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. Copies of material on which the proposed action is based;

4. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. A statement of the employee's right to representation;

6. A statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2. above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for
suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and
2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. Subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. Matters which have other means of appeal;

3. Position classification;

4. Performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has completed the intake, review, and if applicable, investigation, the
grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

FG. 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.

GH. 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.

HI. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same Department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify Department Head of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. An employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. An authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;

   b. a performance evaluation rating of “does not meet performance objectives”;

   c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
d. a written reprimand; or

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

ef. a release from promotional probationary release alleging discrimination pursuant to Article III, Section 1.C.3.;

Items a., b., c., or d., above, it may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, and/or appeal of a suspension and/or a reduction ordered by the Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in B., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure
a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.

b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.

c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.

d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?

e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:

b. Remedies - All Disciplinary Actions (Other than Discharge)

1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.
   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?
   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies
   a. In the event the arbitrator finds no violation of Article XVIII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.
   b. In the event the arbitrator finds a violation of Article XVIII, 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 XVIII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
      1. The probationary release may be sustained.
      2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, all the costs of an arbitration shall be shared equally in all cases by the County and the appealing party except when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of suspensions of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies...
of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are 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 makes such an offer in writing to the employee.

Section 2. Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/department head shall be laid off in an order based on consideration of:

1. Employment status,

2. Past performance,

3. Length of continuous service with the County.

B. Layoffs shall be made by class within the Department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of the Department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional</td>
<td>Layoff Points</td>
</tr>
<tr>
<td>Probationary</td>
<td></td>
</tr>
</tbody>
</table>

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the Department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last “Performance Evaluation Report,” for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee’s hire date, the employee’s layoff points, a list of classes in the employee’s occupational series within the layoff unit, the employee’s rights under Sections 5 and 6, and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the Department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify the Department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her Department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. Persons Who Exercise Their Rights Under Section 5

The names of persons who exercise their rights under Section 5 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
3. Persons Who Voluntarily Reduced Under the Provisions of Section 6

The names of persons who were voluntarily reduced under the provisions of Section 6 shall be placed on a DEPARTMENTAL REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

Positions to be filled shall be offered first to persons on the DEPARTMENTAL REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.

B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an 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.
3. An employee who, upon retirement, signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.

D. In the event two (2) or more agencies/departments are consolidated while 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 OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee’s account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee’s salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII
ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or Labor Code 4850 et seq. for the classification of Sheriffs Special Officer.

Section 2. Exhaustion of 4850 Benefits

When an employee has exhausted all benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, the provisions of Section 3. (below), Worker's Compensation Supplement Pay, shall apply.

Section 3. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

F. When an employee is no longer entitled to receive workers' compensation supplement pay or 4850 Leave, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

H. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 4. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII   SAFETY

Section 1.   General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.   Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the Department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.
Section 3. **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  UNIFORMS AND SPECIAL EQUIPMENT

Section 1.  Uniforms

The County will provide, but will not launder or dry clean, required uniforms for employees in the following classes:

Sheriffs Special Officer I
Sheriffs Special Officer II

Section 2.  Special Equipment

The County will provide employees in the classes of Sheriffs Special Officer I and II with firearms, batons, handcuffs and leather goods whenever these items are required by the County.
ARTICLE XV OCEA AND EMPLOYEE RIGHTS

Section 1. Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2. Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

Space shall be made available to OCEA on Departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the Department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5. Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII  NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an information copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to the Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate Department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Chief Human Resources Officer with a recommendation that a classification study be conducted.

A. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
B. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3:  After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4:  The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

A. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

B. If the study is justified, and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

C. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4.  Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX  INSURANCE

Section 1.  Health Plans and Premium Contributions

A.  Full-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage - eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee’s eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Wellness Incentive program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.  The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any
subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.
D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500.

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. **Retiree Medical Plan**

A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

   a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

   b. The Grant will be adjusted as follows:

      1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than
age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility
requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006 who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as
defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer
retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.
2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. Reopener

Reopener as a Result of the ACA

The County may reopen negotiations on this Article and other provisions of the MOU (e.g., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

Section 7. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars ($100,000) for all Sheriffs Special Officer employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of liability contained in those insurance policies.

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1 Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI  RETIREMENT

Section 1.  Retirement Benefit Levels

A.  For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA).

1.  Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code.  This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.
   a.  For eligible employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
   b.  For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2.  1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
   a.  Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members).  Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.
   b.  In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active
members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

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e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62\% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62\% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII  RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Sheriffs Special Officer Unit for classes in effect on June 21, 2019, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2. Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1. Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of Agency/Department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:
   1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;
   2. Has County-wide impact; or
   3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2. Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every agency/department shall have an LMC.

2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time Off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII   SALARY

1. Effective the first day of the first pay period following adoption of this 2019-2023 MOU, the salary schedule will be increased by 2.504.75%.

2. Effective July 3, 2020 June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2024 June 27, 2025, the salary schedule will be increased by 2.504.0%.

4. Effective July 1, 2022, the salary schedule will be increased by 3.50%. 

ARTICLE XXVIII  DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Section 1.—Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Sheriffs Special Officer Unit as of June 24, 2019:

6109SO  Sheriff's Special Officer I
6112SO  Sheriff's Special Officer II
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield  
General Manager  

Colette Farnes  
Chief Human Resources Officer

Don Drozd  
General Counsel  

Jamie Newton  
Director, Employee & Labor Relations

Tia Grasso  
Associate General Counsel  

Kim Derrick  
Director, Employee Benefits

FOR THE COUNTY OF ORANGE:

Board of Supervisors Approval Date
MEMORANDUM OF UNDERSTANDING

SUPERVISORY MANAGEMENT UNIT

2023 – 2026

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2023 - 2026

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SUPERVISORY MANAGEMENT UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on June 27, 2023, sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Supervisory Management Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

BOARD shall mean Board of Supervisors of the County of Orange.

CHIEF HUMAN RESOURCES OFFICER shall mean the Chief Human Resources Officer or his or her designee.

CHIEF OF EMPLOYEE RELATIONS shall mean the Chief of Employee Relations, or his or her designee.

CONTINUOUS SERVICE shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Leaves of Absence where the employee has balances posted shall be credited toward continuous service shall be credited toward continuous service.

COUNTY shall mean the County of Orange and special districts governed by the Board of Supervisors.

DISABILITY RETIREMENT shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

EMERGENCY 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.

FULL-TIME EMPLOYEE shall mean an employee employed in one (1) or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the term “sick” or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a Leave of Absence.
LIMITED-TERM POSITION shall mean a position which the County has determined has no anticipated long-range funding or has uncertain future funding.

PART-TIME EMPLOYEE shall mean an employee employed in one or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee's control and which necessitates the employee's absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.
SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

The official work period for Sheriffs Special Officer III shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each department proposing implementation of such alternate work schedules.

3. Work Period for Correctional Services Employees

a. The official FLSA work period for Sr. Sheriff’s Correctional Services Technicians shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later.
b. For purposes of payment of overtime under the 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 the employee’s regularly scheduled work hours. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday.

c. An employee assigned to corrections who is designed as 207k exempt may request to trade their days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A.4.a., above.

1. An employee may request to trade their biannual, quarterly or monthly shift for another employee’s biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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 under Section 1.A., above, except on authorized overtime.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an department.
1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   c. flex time.
2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each department.
4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such overtime of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek in classifications designated as non-exempt from FLSA or eighty (80) for employees in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Compensatory time earned and accrued by an employee in excess of forty-four (44) hours may be scheduled off for an employee by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

4. No scheduled compensatory time off will be cancelled except in cases of emergency.

5. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

7. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the department, but in no case shall rest
periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid County time at the end of each work shift to perform such activities as cleaning up a work area, putting away tools, personal wash-up and changing clothes.

Section 4. Exclusions from Workweek and Overtime Provisions

Employees in the class of Senior Real Property Agent shall not be subject to the provisions of Sections 1., 2. or 3.

Section 5. Premium Pay

A. Night Shift Differential

1. Except as provided in 7. below, an employee who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in subsections 5. and 6. below, 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. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

3. Except as provided in 4., 5. and 6., below, the rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour.

4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

   Supervising Public Health Nurse I
   Supervising Public Health Nurse II

5. An employee in the below listed classes who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy five ($1.75) cents per hour.
for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

6. An employee in the below listed classes who works an assigned late night shift where the majority of the hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five ($2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

7. Employees in the classes of Custodian Leadworker and Supervising Custodian I and II shall not be eligible to receive night shift differential premium pay.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.

2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
C. **Call-Back Pay**

1. When an employee returns to work because of an department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. **Bilingual Pay**

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid.

   a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

   b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.

   c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. **Exceptional Bilingual Pay**

   Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour
(approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

- Eligibility Supervisor
- Program Assistant
- Senior Comprehensive Care Nurse
- Senior Defense Investigator
- Supervising Family Support Officer
- Supervising Public Health Nurse I
- Supervising Public Health Nurse II

3. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

4. Bilingual pay shall not apply to workers' compensation supplement pay.

5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the department head, who will consider it according to:

   a. department need;

   b. availability of a qualified replacement; and

   c. availability of another suitable assignment for the requesting employee.

6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An office services supervisor who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, James A. Musick Facility, Theo Lacy Branch Jail, or Warrant Bureau shall, in addition to his or her biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours until the new rate provided below is effective.

   Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollars [$130] per month) for all hours paid.
2. An HCA Service Chief I or II who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, James A. Musick Facility, Theo Lacy Branch Jail, or Warrant Bureau shall, in addition to his or her biweekly salary, be paid an additional seventy-five (75) cents per hour (approximately one-hundred and thirty (130) dollars per month) for all paid hours until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

3. An employee in the classification of Craft Supervisor I/Electrical, Mechanical, Craft Supervisor I/Structural and Craft Supervisor II who is permanently assigned to the Central Jail/Intake/Release Center, Theo Lacy Branch Jail or James Musick Facility shall receive, in addition to biweekly salary, an additional seventy-five (75) cents per hour for all hours paid until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

4. This salary supplement shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

5. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.

F. Firefighting Call-Back Pay

Employees in this Representation Unit who are called back to fight fires at a landfill station or in support of wildland fires shall receive seven (7) dollars per call in addition to call-back pay.
G. Comprehensive Care Nurse Jail Incentive

An employee in any of the below listed classes assigned to work in an adult or juvenile correctional or institutional facility shall, in addition to his or her regular pay, be paid seventy five (75) cents per hour for all hours paid until the rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

1. This incentive shall not apply to worker’s compensation supplement pay or be used as a base rate for overtime, other premium pay, etc.

2. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.

H. Confined Spaces Pay

1. Supervising Maintenance Inspector/Specialists who are regularly assigned to the Public Works Operations Confined Space Inspection Team shall receive one dollar twenty-five cents (1.25) per hour for those hours actually spent working in confined spaces, as defined in 2., below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for entering a confined space shall count as time spent actually working in confined spaces.

2. Confined spaces, a used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative Code. Examples of confined spaces which may be eligible include compartments, ducts, sewers, pipelines, vaults and pits.

I. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer III who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three (2.03) cents per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.
2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher classification and the step 12 hourly rate of the Sheriffs Special Officer II classification exceeds two dollars and three (2.03) cents per hour, the premium will be adjusted accordingly.

J. Commercial Driver’s License Pay

Employees in the classifications of Equipment Mechanic Leadworker, Supervising Fleet Technician; and Senior Agricultural Standards Inspector who possesses a valid Class A or Class B driver’s license shall be eligible to receive an additional sixty (60) cents per hour for all hours actually paid, based on the following criteria:

1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver’s license with air brakes endorsement.

2. Department management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.

3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay.

K. Nurse Retention Incentive

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 5,200 service hours (approximately five equivalent years of service).

2. Upon completion of approximately 20,800 service hours (approximately ten years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.

4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

L. Nurse Hiring Incentive
Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand (1,000) dollars, within (2) pay periods after completion of new employee probation.

M. **Advanced Certification Pay**

The following employees shall receive, in addition to their bi-weekly salary, the equivalent of one hundred nineteen (119) dollars a month or approximately fifty-five (55) dollars bi-weekly for receiving an Advanced Appraisal Certificate issued by the State Board of Equalization.

- Managing Appraiser
- Managing Auditor-Appraiser
- Principal Appraiser
- Principal Auditor-Appraiser
- Senior Appraiser
- Senior Auditor-Appraiser

N. **Training Officer Assignment Pay**

Employees in the classification of Sheriffs Special Officer III assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers shall be paid one dollar ($1.00) per hour for all hours assigned to perform such training functions.

Additionally, employees in the classification of Senior Correctional Services Technician shall be paid one (1) dollar per hour for all hours assigned to perform training for other Correctional Service Technicians.

O. **Toxic Hazard Assignment Pay**

Employees on pay status in the classification of Senior Forensic Scientist who are assigned to the Clandestine Lab Section of Forensic Services shall receive one hundred seventy-five (175) dollars per month (approximately $80.77 per pay period).

P. **Automotive Service Excellence (ASE) Certification Pay**

1. Employees in the classification of Equipment Mechanic Leadworker or Supervising Fleet Technician who possess and maintain four to seven valid ASE Certifications shall receive an additional fifty-five cents ($.55) per hour for all hours worked; this may not be combined with 2. below.

2. Employees in the classification of Equipment Mechanic Leadworker or Supervising Fleet Technician who possess and maintain eight or more valid ASE Certifications shall receive an additional seventy-five cents ($.75) per hour for all hours worked; this may not be combined with 1. above.
3. There shall not be any duplicating or pyramiding of rates paid under this Section. Therefore, employees who are eligible to receive one of the ASE Certification Pays listed in items 1 and 2 above may not receive both in the same pay period.

Q. Professional Land Surveyor License Pay

Employees in the classification of Surveyor III who possess and maintain a Professional Land Surveyor License issued by the State of California shall qualify to receive an additional one dollar and fifty cents ($1.50) per hour for all hours worked, if any of the following criteria are met:

1. Department management will determine which assignment(s) will qualify to receive this pay.

2. Employees must be assigned to a position that utilizes the Professional Land Surveyor License.

R. Engineering Certification Pay

Employees in the classification of Senior Project Manager who possess and maintain a Professional Engineer (Civil) license issued by the California State Board of Professional Engineers shall receive an additional 5.5% pay for all hours worked, based on the following criteria:

1. Department management will determine which assignment(s) and employee(s) will qualify to receive this pay.

2. Supervisor and/or manage professional, technical, and/or construction personnel/consultants performing engineering work on Capital and Maintenance Improvement projects.

S. Case Call Pay

When a Supervising Deputy Public Guardian receives a case call at home, the employee shall be paid at time and one-half (1 ½) the regular rate with one (1) hour minimum for each case.

T. Board Certification Pay

1. For the purposes of this section, Board Certification shall mean those Board Certifications designated by a State of California or National Board.

2. Employees in pay status and assigned on a regular, full-time basis in the classifications of Supervising Therapist, California Children Services and Therapy Consultant, California Children Services, who are Board Certified in a Pediatric Specialty, shall receive, in addition to their salary, the
equivalent of three hundred fourteen dollars ($314) monthly (approximately
one hundred forty-five dollars ($145) bi-weekly).

3. Employees in part-time regular or part-time limited-term positions shall
receive pro-rata Board certification pay in bi-weekly segments.

U. Major Accident Reconstruction Team (M.A.R.T.) Pay

Employees in the classification of Senior Sheriff’s Community Services Officer
on pay status and assigned to the Major Accident Reconstruction Team
(M.A.R.T.) on a regular, full-time basis shall receive the equivalent of fifty three
dollars and eight cents ($53.08) biweekly (approximately one hundred and
fifteen dollar ($115) 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. shall be based on the ratio of hours actually paid to
hours in a pay period (eighty (80) hours).

V. Special Assignment Pay

Any full-time regular, limited term or probationary employee in the following
classifications permanently assigned to the Crisis Stabilization Unit (CSU),
Crisis Assessment Team (CAT), which includes the Psychiatric Emergency
Response Team (PERT), shall be paid an additional one dollar and fifty cents
($1.50) per hour for all hours worked:

Service Chief I & II

There shall not be any duplication or pyramiding of rates paid under this
Section.

W. Clinical or Mental Health Supervision Pay

Employees in the classifications of Senior Social Services Supervisor or HCA
Service Chief I & II, whose license is used to authorize the performance of
duties and who are designated by the department to provide supervised clinical
hours for those classification that are obtaining clinical hours, shall be paid an
additional two dollars ($2.00) for all hours such licensure is required.

X. Emergency Response Assignment Pay

1. Full-time, limited term or probationary employees in the Senior Social
Services Supervisor classification assigned to Emergency Response or
Foster Care Investigations shall be paid, in addition to their regular salary,
the equivalent of one dollar and fifty cents ($1.50) per hour for all paid hours.

2. Employees must be in an active status to be eligible for Emergency
Response Assignment pay. Employees in a transitional work assignment
are not eligible for Emergency Response Assignment pay.
3. In the event an eligible employee is not in active status for a portion of a pay period, Emergency Response Assignment Pay shall be based on a ratio of hours actually worked to hours in a pay period (eighty [80] hours).
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant’s previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.B. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.
Section 3. **Merit Increase Within Range**

A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.

B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

C. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2) step increase.

E. If, in the department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral
of decision accompanied by an intensive effort at improved performance might be productive, the department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C. below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.

B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same
probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain their former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary schedule, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

F. As soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, the supervisory employee shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range for their classification. This provision does not apply when supervision is being provided to higher level professional and/or technical staff, including licensed professionals (e.g., psychiatrist, psychologist, nursing staff, IT staff, etc.).

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.B., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.
Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full Time Continuous Service</th>
<th>Duration of Y-Rate</th>
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<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may upon approval of the Chief Human Resources Officer be appointed at a step higher than the recruiting step, but no higher than the step the person received at
the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

Notwithstanding anything in this Memorandum of Understanding to the contrary, when in the judgment of the Board, it becomes necessary or desirable to utilize the services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Supervisory Management Unit to a class in the same or closely related occupational series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

   b. A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime ending with the first day of the pay period following completion of said period except that for promotion from a class in the Supervisory Management Unit to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee’s position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee’s department head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the employee’s department head, shall not have the right to return to his or her former class.

   d. If the employee’s former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to
promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee’s record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an 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 E.1, 2. And 3. of this Article, below, and an employee who is permitted by the department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.

When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.
2. With the mutual agreement of a new probationary employee and his or her department, the employee’s new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal of hearing.

3. 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.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee’s personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee’s official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the department head shall retain their former status and retain their layoff benefits in their former layoff unit. The department head shall make such an order in writing prior to the date of transfer or promotion.
Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:
1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on departmental leave for such period of time.

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of determining eligibility for movement to another class in the County service or transfer from one department to another.

Section 9. On-Duty Meals

A. The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.

B. The County shall provide reasonable reimbursement for meals for employees in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

C. During emergencies which require unusual amounts of overtime, employees who are required to work such excessive overtime shall be provided appropriate meals. Such meals shall either be provided by County contract, such as that provided on a fireline, or the employee shall be authorized a meal ticket. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the department.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:
A. the employee's performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Healthcare Leave Accrual

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two (72) hours per year).

3. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six (96) hours per year).

4. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of sick leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee’s personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.
2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

   a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below).

5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:

   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.

   b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.

   c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

   d. Upon the employee’s return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to twenty-four (24) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee's family except as provided in B above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.

D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
   a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
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<tbody>
<tr>
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- Attachment K
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
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<tr>
<td>5 but less than 10</td>
<td>25%</td>
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<tr>
<td>10 but less than 15</td>
<td>50%</td>
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<tr>
<td>15 but less than 20</td>
<td>75%</td>
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<td>20 or more</td>
<td>100%</td>
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Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977, who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously
accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Authorized Leave

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

2. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted.

3. Official Leave

a. A regular, limited-term or probationary employee may request an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the department. Failure to request an extension before the end of the Official Leave may result in denial of that extension.


a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee’s department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be
extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 6. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.
b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act

a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave,
5. Pregnancy Disability Leave
   a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

   b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation, Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

   c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave
   a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

   b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

   c. To qualify for Parenthood Leave, employees must meet the following conditions:

      1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.

4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b. above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. **Military Leave**

   a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

   b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.
c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification

a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person’s health care provider with the same information listed in 8.a and 8.b above and stating that the employee cannot perform their duties because the leave is required to care for the-eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
9. **General Provisions – Non-Discretionary Leave**

   a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

   b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

   c. Any portion of the leave which is unpaid shall not be credited toward service hours.

C. **Other Leaves of Absence**

1. **Leave for School and Child Care Activities**

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or childcare facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue.

   b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

2. **Bereavement Leave**

   Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

   a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent,
grandchild or person with whom the employee has/had a legal guardian relationship.

b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV, Section 1.B.8, Article V, or Article VI.

Section 3. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee’s regular rate of pay for those hours of absence due to the jury duty which occur during the employee’s regularly scheduled working hours provided the employee deposits the employee’s fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 4. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee’s work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.
Section 5. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.

C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

1. OCEA shall make a request to the employee's department head at least ten (10) days in advance.

2. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 6. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 6.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;

6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.

C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absence is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 7. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.
4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, annual leave and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee’s eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsection A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 8. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (24 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who
is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 9. Leave for Attendance at Professional Conferences

A. Employees may request five (5) working days leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance on the appropriate Request to Attend a Conference form.

2. The conference is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the department director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.).

6. The employee’s workload is current and his or her performance “meets” or “exceeds” performance objectives.

B. Attendance at conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for additional leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the department.

E. Attendance at conferences outside of the United States will require approval of a department head.
ARTICLE V VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty (120) hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty (160) per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours.

The maximum allowable vacation credit an employee may accrue at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be four hundred (400) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

E. Employees in the class of Senior Real Property Agent shall earn an additional .0193 hours of vacation for each hour of pay during the regularly scheduled workweek, but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such additional credit shall be applied to vacation accrual account only upon completion of each pay period. The maximum allowable vacation credit at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours. The maximum allowable vacation credit at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be four hundred (400) hours. An employee who has accrued the maximum allowable vacation credit will not
accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. General Provisions

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Sections 1.C. and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee’s County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Sections 1.C. and E.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee’s account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the department, except in cases of emergency.

J. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.

K. 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 Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances
   1. After annual leave has been exhausted, except as provided in 3.A.2. below, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to thirty (30) hours each or one (1) increment of up to sixty (60) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment of vacation remain unchanged.

   2. After annual leave has been exhausted, during each fiscal year, an employee in the class of Senior Real Property Agent may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

   3. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to thirty five (35) hours each or one (1) increment of up to seventy (70) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

Supervising Radio Dispatcher
Senior Correctional Farm Supervisor
Senior Correctional Services Technician
Sheriffs Special Officer III
Senior Sheriffs Community Services Officer
Supervising Animal Control Officer
B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. and 1.E, above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of one hundred twenty (120) hours each fiscal year, except if an employee has eighty (80) or more hours of Annual Leave, then they may cash out vacation or any combination of vacation leave and annual leave to an aggregate total of one hundred twenty (120) hours each fiscal year regardless of whether they will reach the applicable cap some time during the fiscal year.
ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and before June 21, 2019.

Section 1. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.

5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233. For purposes of this Subsection “family member” means child, parent,
spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the department except in cases of emergency.

C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 4. General Provisions

A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.

B. 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
Section 5. **Annual Leave Payoff Provisions**

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 60 hours of Annual Leave; an additional 60 hours may be requested, with its payout at the discretion of the Department Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment from the unused annual leave balances as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3 years</td>
<td>240 hours maximum paid at 100%</td>
</tr>
<tr>
<td>3 but less than 10 years</td>
<td>320 hours maximum paid at 100%</td>
</tr>
<tr>
<td>10 or more years</td>
<td>A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 hours maximum.</td>
</tr>
</tbody>
</table>

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Sections 1.D. and E. Remaining hours, up to the accrual limits specified in Article V, Sections 1.D. and E., will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for
purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee separating from County service by way of paid County retirement may elect either to take annual leave as time off or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1. Holidays Observed

A. Except as modified below, County employees shall observe the following holidays:

2023:
- Independence Day, July 4
- Labor Day, September 4
- Native American Day, September 22
- Veterans Day, November 11
- Thanksgiving Day, November 23
- Day After Thanksgiving, November 24
- Christmas Day, December 25

2024
- 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 27
- Independence Day, July 4
- Labor Day, September 2
- Native American Day, September 27
- Veterans Day, November 11
- Thanksgiving Day, November 28
- Day After Thanksgiving, November 29
- Christmas Day, December 25

2025
- New Year’s Day, January 1
- Martin Luther King, Jr.’s Birthday, January 20
- Lincoln’s Birthday, February 12
- Washington’s Birthday, February 17
- Memorial Day, May 26
- Independence Day, July 4
- Labor Day, September 1
- Native American Day, September 26
- Veterans Day, November 11
- Thanksgiving Day, November 27
- Day After Thanksgiving, November 28
- Christmas Day, December 25
- New Year’s Day

2026
- New Year’s Day, January 1
- Martin Luther King, Jr.’s Birthday, January 19
- Lincoln’s Birthday, February 12
- Washington’s Birthday, February 16
- Memorial Day, May 25
B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday, holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in E., below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases, the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

D. Except as provided in E., below, when New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases, the employee may, with department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

F. Employees Regularly Scheduled to Work on the Holiday

1. Employees in the classifications of Supervising Fee Station Attendant, Landfill Maintenance Crew Supervisor or Landfill Operations Supervisors who are required to work on New Year’s Day (January 1), Independence Day (July 4) or Christmas Day (December 25) will observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.

2. Employees of Orange County Parks and Orange County Animal Care who are required to work on the holiday will be permitted to observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.

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 in Article VII, Section 1, a 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 on the holiday.

B. On each of the holidays designated in Article VII, Section 1, a part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work on the holiday.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Native American Day, Veterans Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay
as provided in B.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee’s vacation period shall not be charged against the employee’s vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1. Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2. Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3. Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4. Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5. Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B. An employee who is required by the County to furnish a privately-owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:

1. in which the employee has not actually worked eighty (80) hours;

2. unless the employee claims the ten (10) dollar minimum and the department certifies that the employee was required to use a privately-owned vehicle on County business.

Section 2. Personal Property Reimbursement
Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. Tools

A. Employees as designated below who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of six-hundred and twenty five (625) dollars per fiscal year. Eligible employees shall include employees in the following classes:

   Automotive Mechanic Leadworker
   Equipment Mechanic Leadworker

B. Persons employed as Senior Communications Technician - Supervisory who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred (400) dollars per fiscal year.

C. Persons employed as Senior Equipment Welder who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred twenty-five (425) dollars per fiscal year.

D. The County shall replace or furnish insurance protection for employee-owned trades and crafts tools required by the department to be used in the performance of the employee's duties against loss sustained on County-owned or controlled property resulting from theft and arising out of the activities related to the employee's regularly assigned work duties provided that loss attributable to negligence of the employee shall not be covered. For each incident, a deductible of fifty (50) dollars will be applied to each employee's loss. The payment of claims under such coverage shall not be appealable under the grievance procedure.

E. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return to the County the replacement tools. When the replacement tools are returned to the County, the employee shall receive from the County a fifty (50) dollar cash refund in consideration of the fifty (50) dollar deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the County.

Section 4. Calculator Allowance

A. The County shall pay a ten (10) dollar annual calculator allowance to Eligibility Supervisors who do not otherwise have access to a County provided calculator. Said allowance shall be paid to Eligibility Supervisors who furnish a calculator for use in performing their duties subject to the following conditions:
1. Eligible employees must submit a claim on or before August 31 of each year on a form provided by the County for that purpose.

2. The County shall not be held liable for the purchase, replacement, maintenance or repair of any calculators, batteries or other appurtenances furnished by the employee pursuant to this provision.

B. The annual calculator allowance shall be payable in September of each year during the term of this Memorandum of Understanding.

Section 5. Boots

A. Employees listed in B. below, who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per C. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher or a reimbursement.

B.  

1. Landfill Operations Supervisor  
   Landfill Operations Superintendent  
   Maintenance Crew Supervisor I,II,III,IV  
   Park Maintenance Supervisor I,II  
   Principal Construction Inspector  
   Public Works Maintenance Supervisor I  
   Public Works Maintenance Supervisor I/Vegetation  
   Senior Building Inspector  
   Senior Integrated Pest Management Technician  
   Supervising Animal Control Officer  
   Supervising Building Inspector  
   Supervising Construction Inspector

2. Employees in the below listed classes that are regularly assigned field assignments:

   Craft Supervisor I, II  
   Senior Land Surveyor  
   Senior Engineering Technician  
   Supervising Engineering Technician I, II, III  
   Supervising Maintenance Inspector Specialist  
   Surveyor III
3. Employees of the Orange County Public Works Dept. (OCPW) in the below listed classes that are regularly assigned field or wilderness assignments:

   Senior Environmental Resources Specialist
   Senior Agricultural Standards Inspector
   Senior Civil Engineer (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)

C. For employees in classifications not listed in B., above, but who are authorized by the Department Head to receive safety work boots, the following applies:

   1. As a result of their duties, the employees are required to wear safety compliant work boots.

   2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

   3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.

   4. If the safety work boots are not required to be worn frequently (e.g., twice weekly) the Department Head may authorize provision of safety work boots on a less frequent basis.

   5. The department is able to absorb any increased costs within its existing budget.

   6. Employees are only entitled to receive one form of safety work boot provision (i.e., stipend, boot mobile, voucher or reimbursement per fiscal year or as otherwise described above).

C. Each department has the option to implement specific safety work boot policies for employees in the designated and/or approved classification who are required to wear compliant protective footwear.

Section 6. Educational and Professional Reimbursement

A. Effective the first full day of the first full pay period following adoption of the MOU, eligible employees may receive educational and professional reimbursement at a maximum of $10,000 per fiscal year. Terms and conditions for this reimbursement are set forth in the Personnel and Salary Resolution (PSR).
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

   1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

   2. be informed of the employee's right to representation in the response;

   3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

   1. a description of the proposed action and its effective date(s);

   2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2, above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4 and 5 of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6 of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for
suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. **Reduction**

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. **Discharge and Right of Appeal**

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. **Polygraph Examination**

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
Section 8. **Investigatory Meetings**

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A.  A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B.  Specifically excluded from the scope of grievances are:

1.  subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
2.  matters which have other means of appeal;
3.  position classification;
4.  performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A.  If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B.  If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D.  The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation.  OCEA may appeal this decision to the Board of Supervisors.

E.  A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation.  The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office.  The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation.  Once the EEO Office has completed the intake, review, and if applicable, investigation, the
grievant/appellant and, if applicable, the OCEA representative shall be notified in writing and the time limits for processing the grievance shall resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County and the employee or his or her representative), the time limits at any step in the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and OCEA agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by OCEA in the formal grievance/appeal procedure. An employee is not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing. Provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the grievance process and/or arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same department or Representation Unit as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify department heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Department Head

An employee may formally submit a grievance to the department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;

   b. a performance evaluation rating of “does not meet performance objectives”; and

   c. deferral or denial of a merit increase, or a dispute about the number of steps granted;
d. a written reprimand;

e. a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3; or

f. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.

Items a., b., c., or d., above, may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, or an appeal of suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in b., c. and d., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.
B. Disciplinary Appeals

1. Submission Procedure
   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.
   
   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.
   
   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.
   
   d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?
   
   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies
   a. Findings of Facts
      
      An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:
      
   b. Remedies - All Disciplinary Actions (Other than Discharge)
      
      1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.
      
      2. Suspensions/Reductions
         
         If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
      
   c. Remedies - Discharges
      
      1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his
or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

   a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

   c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

      1. The probationary release may be sustained.
2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, all costs of arbitration shall be shared equally in all cases by the County and the appealing party. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternately strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies
of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.

10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.
12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI        LAYOFF PROCEDURE

Section 1.    General Provisions

A.   This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B.   This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C.   When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) department are transferred to another department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.

D.   Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer makes such an offer in writing to the employee.

Section 2.    Order of Layoff

A.   When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their department head shall be laid off in an order based on consideration of:

1.   employment status,

2.   past performance,

3.   length of continuous service with the County.

B.   Layoffs shall be made by class within an department except that:

1.   Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2.   Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6. and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their 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 their department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays,
following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 6. Voluntary Reduction from Classes Designated as Vulnerable to Layoff

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. **Persons Laid Off**

   The names of persons laid off shall be placed on an DEPARTMENTAL REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.

2. **Persons Who Exercise Their Rights Under Section 5.**

   The names of persons who exercise their rights under Section 5. shall be placed on an 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 an 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 department, other than the department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an department, other than the department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower-ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.

2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.

D. In the event two (2) or more agencies/departments are consolidated while DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of
one (1) department to another department occurs, employees previously laid off from such function(s) who are on an DEPARTMENTAL REINSTATEMENT LIST for the department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.

E. Reemployment lists shall be available to OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1. Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or California Labor Code 4850 for employees in the classification of Sheriffs Special Officer III. Upon exhaustion of 4850 Benefits, the following Workers’ Compensation Supplement Pay provision shall apply.

Section 2. Workers' Compensation Supplement Pay

A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D. When an injury is determined to be job related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee's option, in that order.
ARTICLE XIII  SAFETY

Section 1. General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Industrial Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the 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. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

   a. the Safety Representative checks in and checks out with the supervisor of the unit; and

   b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  UNIFORMS AND SPECIAL EQUIPMENT

Section 1.  Uniforms

A.  The County will provide uniforms for regular employees in the following assignments:

   1.  **Resources and Development Management Department**

      Custodial Services Supervisor  
      Custodian Leadworker  
      Maintenance Crew Lead I, II  
      Sr. Agricultural Standards Inspector  
      Supervising Custodian I and II  
      Supervising Fleet Technician

   2.  **Sheriff - Coroner Department**

      Chief Cook  
      Office Supervisor (A-D)  
      Senior Communications Technician  
      Senior Correctional Farm Supervisor  
      Senior Head Cook  
      Senior Information Technologist  
      Senior IT Network Engineer  
      Senior IT Security Administrator  
      Senior Sheriff’s Community Services Officer  
      Sheriff’s Correctional Services Assistant Trainee  
      Sheriff’s Special Officer III  
      Storekeeper I, II  
      Supervising Communications Technician  
      Supervising Forensic Specialist  
      Supervising Radio Dispatcher

B.  The County will continue the current system of providing and/or laundering uniforms for all other groups of employees in the Unit who are currently provided uniforms.

Section 2.  Special Equipment

The County will provide employees in the class of Sheriff Special Officer III with firearms, batons, handcuffs and leather goods whenever these items are required by the County.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XIX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI  MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII     NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII    POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

The County will provide OCEA an informational copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2. Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

    a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified, and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. **Review of Disputed Position Classification Decisions**

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article, or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant’s review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX    INSURANCE

Section 1.    Health Plans and Premium Contributions

A.    Full-Time Employees

1.    Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.    The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.    Employee Only Coverage - eighty-five (85) percent of the employee's premium or ninety (90) percent of the employee's premium if the employee completes the Wellness Incentive program;

   b.    Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee's premium if the employee completes the Wellness Incentive program.

   c.    Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.    Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.    The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.    Part-Time Employees

1.    Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee’s premium if the employee completes the Wellness Incentive program;

b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

a. Employee Only Coverage – one hundred (100) percent of the premium;

b. Employee and Dependent Coverage – per subsection B.2.b above

In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any
D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.
D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee’s gross taxable salary will be reduced by the amount of 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 5. Retiree Medical Plan

A. Retiree Medical Grant

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.

a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such changes, 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. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than
age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out
1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the Retiree Medical Plan Document, shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.
Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.

d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred
retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. **Survivor Benefits**

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. **Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement**

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) was made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.
Section 6. Reopener
Reopener as a Result of the ACA

The County may reopen negotiations on this Article¹ and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

Section 7. Physical Examination

The County will provide voluntary annual physical examinations by a County-designated physician at no cost to the employee.

Section 8. Accidental Death and Dismemberment Insurance

The County shall provide a one hundred thousand dollar ($100,000) Accidental Death and Dismemberment policy for death or dismemberment for employees in the classification of Sheriffs Special Officer III. Such insurance will be subject to the limitations of liability contained in those insurance policies.

¹ Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

   a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

   b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

   c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

   d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

   e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

   f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI    RETIREMENT

Section 1.    Retirement Benefit Levels

A.    For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).

1.    Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2.    1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C. below

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions pursuant to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, ie., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary.
The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional 1.2% for a total fixed ongoing 3.6% reduction of the employee’s paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.
Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII    SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII   RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Supervisory Management Unit for classes in effect on June 30, 2023. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.

Section 2.  Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.
B. 1. Every department shall have an LMC.

2. The department LMC structure shall consist of management representatives selected by the department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each department LMC shall have two sponsors who may or may not be members of the LMC: the department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.

D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.
F. Any issue which is not resolved by the department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII  SALARY

1. Effective the first day of the first pay period following adoption of this 2023-2026 MOU, the salary schedule will be increased by 4.75%.

2. Effective June 28, 2024, the salary schedule will be increased by 4.25%.

3. Effective June 27, 2025, the salary schedule will be increased by 4.00%.
Article XXVIII    DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Supervisory Management Unit as of June 30, 2023:

0821SM Accounting Office Supervisor I
0822SM Accounting Office Supervisor II
3549SM Airport Maintenance Superintendent
3553SM Airport Maintenance Supervisor
5503SM Airport Operations Supervisor
1793SM Chief Cadastral Technician
1640SM Chief Cook
5915SM Chief of Animal Services Operations
5154SM Chief Veterinarian
4522SM Chief Pharmacist
0549SM Civil Process Supervisor
2552SM Community Relations Coordinator - Library
2755SM Correctional Programs Supervisor I
2754SM Correctional Programs Supervisor II
3182SM Craft Supervisor I/Electrical, Mechanical
3180SM Craft Supervisor I/Structural
3183SM Craft Supervisor II
3028SM Curator
1455SM Custodial Services Supervisor
1446SM Custodian Leadworker
7933SM Database and Security Administrator
0486SM Data Entry Supervisor I
0487SM Data Entry Supervisor II
0489SM Data Entry Supervisor III
4587SM Dental Officer
0650SM Election Section Supervisor
7004SM Eligibility Supervisor
3325SM Equipment Mechanic Leadworker
3192SM Facilities Contract Services Supervisor
0841SM General Ledger Accounting Supervisor
1757SM Geographic Information Systems (GIS) Supervisor
7117SM HCA Program Supervisor I
7118SM HCA Program Supervisor II
7130SM HCA Service Chief I
7131SM HCA Service Chief II
1635SM Head Cook
2154SM Housing Supervisor
7952SM IT Supervisor
3555SM Landfill Maintenance Crew Supervisor
3531SM Landfill Operations Superintendent
3529SM Landfill Operations Supervisor
0585SM Law Office Supervisor
4188SM Lead Public Health Nurse
2403SM Librarian I
2404SM Librarian II
2405SM Librarian III
2406SM Librarian IV
3557SM Maintenance Crew Lead I
3556SM Maintenance Crew Lead II
3346SM Maintenance Supervisor, Harbor
0246SM Managing Appraiser
0603SM Managing Assessment Technician
7870SM Managing Auditor-Appraiser
9031SM Medical Procurement Supervisor I
9033SM Medical Procurement Supervisor II
7112SM Mental Health Service Coordinator
4719SM Nutrition Clinic Supervisor
0528SM Office Manager
0512SM Office Supervisor A
0514SM Office Supervisor B
0521SM Office Supervisor C
0523SM Office Supervisor D
3032SM Park Maintenance Supervisor I
3038SM Park Maintenance Supervisor II
7010SM Program Assistant, SSA
4723SM Public Health Nutritionist I (Supervisory)
3570SM Public Works Maintenance Supervisor
1120SM Publishing Services Supervisor
9115SM Retirement Administrative Services Supervisor
0864SM Retirement Benefits Program Supervisor
0827SM Retirement Benefits Supervisor
7810SM Senior Accountant/Auditor I
0823SM Senior Accounting Office Supervisor I
0824SM Senior Accounting Office Supervisor II
5020SM Senior Agricultural/Standards Inspector
0242SM Senior Appraiser
0601SM Senior Assessment Technician
7864SM Senior Auditor-Appraiser
1819SM Senior Civil Engineer
0554SM Senior Civil Process Supervisor
3382SM Senior Communications Technician
4165SM Senior Comprehensive Care Nurse
7993SM Senior Computer Forensic Examiner
3924SM Senior Coroner Technician
7455SM Senior Correctional Farm Supervisor
7453SM Senior Correctional Services Technician
6517SM Senior Defense Investigator
1860SM Senior Engineering Geologist
1722SM Senior Engineering Technician
1821SM Senior Environmental Resources Specialist
8367SM Senior Epidemiologist
3154SM Senior Equipment Welder
3937SM Senior Forensic Scientist
1638SM Senior Head Cook
2153SM Senior Housing Specialist
7977SM Senior Information Technologist
7991SM Senior IT Applications Developer
7988SM Senior IT Business Analyst
7981SM Senior IT Database Administrator
7963SM Senior IT Network Engineer
7985SM Senior IT Security Administrator
7967SM Senior IT Systems Engineer
3807SM Senior Laboratory Assistant
0586SM Senior Law Office Supervisor
1719SM Senior Land Surveyor
7454SM Senior Legal Property Technician
3589SM Senior Maintenance Inspector
1667SM Senior Materials Testing Technician
0524SM Senior Office Supervisor (A/B)
0526SM Senior Office Supervisor (C/D)
3026SM Senior Parks Animal Keeper
1662SM Senior Permit Technician
2116SM Senior Planner
1843SM Senior Professional Engineer/Architect
1937SM Senior Project Manager
0330SM Senior Real Property Agent
8372SM Senior Research Analyst
6123SM Senior Sheriff's Community Services Officer
7068SM Senior Social Services Supervisor
7093SM Senior Staff Development Specialist
0927SM Senior Storekeeper
1893SM Senior Telecommunications Engineer
3560SM Senior Integrated Pest Management Technician
0496SM Sheriff's Records Supervisor
6114SM Sheriff's Special Officer III
3351SM Sheriff's Supervising Helicopter Mechanic-Inspector
7020SM Social Services Supervisor I
7021SM Social Services Supervisor II
0844SM SSA Accounting Unit Supervisor
0921SM Storekeeper I
0925SM Storekeeper II
5906SM Supervising Animal Care Attendant
5913SM Supervising Animal Control Officer
5918SM Supervising Animal Control Services Representative
4004SM Supervising Biometric Identification Specialist
5328SM Supervising Building Inspector
1790SM Supervising Cadastral Technician
6522SM Supervising Child Support Specialist
0362SM Supervising Collection Officer
3377SM Supervising Communications Coordinator
3386SM Supervising Communications Technician
4169SM Supervising Comprehensive Care Nurse
5362SM Supervising Construction Inspector
1448SM Supervising Custodian I
1450SM Supervising Custodian II
0370SM Supervising Deputy Public Administrator
0374SM Supervising Deputy Public Guardian
1734SM Supervising Engineering Technician III
5119SM Supervising Environmental Health Specialist
0384SM Supervising Estate Administration Specialist
1421SM Supervising Fee Station Attendant
3303SM Supervising Fleet Technician
3959SM Supervising Forensic Specialist
5143SM Supervising Hazardous Materials Specialist
3394SM Supervising Plant Operating Engineer
9111SM Supervising Procurement Contract Specialist
3890SM Supervising Public Health Microbiologist
4189SM Supervising Public Health Nurse
4725SM Supervising Public Health Nutritionist
0696SM Supervising Radio Dispatcher
0518SM Supervising Recordable Documents Examiner
5921SM Supervising Registered Veterinary Technician
4320SM Supervising Therapist, California Children Services
7215SM Supervising Veterans Claims Representative
8389SM Supervising Waste Inspector
3927SM Supervisor, Forensic Operations
0907SM Supplies Assistant, Juvenile Facilities
1718SM Surveyor III
4338SM Therapy Consultant, California Children Services
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding ("MOUs") between the County of Orange ("County") and the Orange County Employees Association ("OCEA") for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:  

Charles Barfield  
General Manager  
Date

Colette Farnes  
Chief Human Resources Officer  
Date

Don Drozd  
General Counsel  
Date

Jamie Newton  
Director, Employee & Labor Relations  
Date

Tia Grasso  
Associate General Counsel  
Date

Kim Derrick  
Director, Employee Benefits  
Date

Board of Supervisors Approval Date
MEMORANDUM
OF
UNDERSTANDING

SUPERVISORY MANAGEMENT
UNIT

202319 – 202663

COUNTY OF ORANGE
AND
THE ORANGE COUNTY EMPLOYEES ASSOCIATION
MEMORANDUM OF UNDERSTANDING

201923 - 20263

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SUPERVISORY MANAGEMENT UNIT

This Memorandum of Understanding adopted by the Board of Supervisors on October 22, 2019June 27, 2023, sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Supervisory Management Unit for the period beginning June 21, 2019June 30, 2023 through June 295, 20236. Unless otherwise indicated herein, all provisions shall become effective October 22, 2019June 30, 2023.
DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

**BOARD** shall mean Board of Supervisors of the County of Orange.

**CHIEF HUMAN RESOURCES OFFICER** shall mean the Chief Human Resources Officer or his or her designee.

**CHIEF OF EMPLOYEE RELATIONS** shall mean the Chief of Employee Relations, or his or her designee.

**CONTINUOUS SERVICE** shall mean employment in a regular position which has not been interrupted by resignation, discharge or retirement. Official Leaves of Absence where the employee has balances posted shall be credited toward continuous service shall not be credited toward continuous service.

**COUNTY** shall mean the County of Orange and special districts governed by the Board of Supervisors.

**DISABILITY RETIREMENT** shall mean a service or non-service connected disability retirement pension under the Orange County Employees Retirement System.

**EMERGENCY** 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 healthcare 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.

HEALTHCARE or HEALTHCARE LEAVE shall mean and be synonymous with the term “sick” or “sick leave.”

LIMITED-TERM EMPLOYEE shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his or her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on a 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 or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

PERSONAL BUSINESS shall mean a foreseeable personal event or circumstance which necessitates the employee's absence from County duty. Personal Business leave must be requested in advance by the employee and be preapproved by supervision or management.

PERSONAL EMERGENCY shall mean an event or circumstance of a serious nature which is beyond an employee’s control and which necessitates the employee’s absence from County duty, including, but not limited to, those events and circumstances which require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his or her household.

PRACTICABLE means feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

PROMOTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

REASSIGNMENT shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.
RECRUITING STEP shall be the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Chief Human Resources Officer.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

REGULAR EMPLOYEE shall mean an employee who is not on probation and is employed in a regular or limited-term position.

REGULAR POSITION shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

SENIORITY shall mean total continuous full-time equivalent service as a regular employee.

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.
ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

A. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County’s Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

The official work period for Sheriffs Special Officer III shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.

2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

3. Work Period for Correctional Services Employees

   a. The official FLSA work period for Sr. Sheriff’s Correctional Services Technicians shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later.
b. For purposes of payment of overtime under the 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 the employee’s regularly scheduled work hours. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday.

c. An employee assigned to corrections who is designed as 207k exempt may request to trade their days of work for another employee’s days of work provided both employees work in the same division, have the same classification and the days traded are within the same pay period. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed which would have been performed regardless of such trade shall be treated in accordance with Section 1.A.4.a., above.

1. An employee may request to trade their biannual, quarterly or monthly shift for another employee’s biannual, quarterly or monthly shift provided both employees have the same work assignment and the request is made within two (2) weeks of posting of scheduled shift rotation.

Trades under this provision shall require the written approval of the department.

B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.

C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.

E. 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 under Section 1.A., above, except on authorized overtime.

F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.
1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
   a. four (4) ten (10) hour workdays per week;
   b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
   c. flex time.

2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.

3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.

4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.

G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee’s regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the agency/department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such overtime of the apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee’s designated workweek in classifications designated as non-exempt from FLSA or eighty (80) for employees in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.

3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.

4. The County and OCEA may meet and confer and, in so doing shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.

2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.

4. Compensatory time earned and accrued by an employee in excess of forty-four (44) hours may be scheduled off for an employee by his or her agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.

5. No scheduled compensatory time off will be cancelled except in cases of emergency.

6. In no case may an employee’s work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.

7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.

SM - 9
7. An employee separating from the County service shall be paid for
accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

A. Employees shall be allowed rest periods of fifteen (15) minutes during each
four (4) consecutive hours of work. Such rest periods shall be scheduled in
accordance with the requirements of the agency/department, but in no case
shall rest periods be scheduled within one (1) hour of the beginning or the
ending of a work shift or lunch period. The County may designate the location
or locations at which rest periods may be taken.

Rest periods shall be considered hours worked and employees may be
required to perform duties, if necessary.

B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes
of paid County time at the end of each work shift to perform such activities as
cleaning up a work area, putting away tools, personal wash-up and changing
clothes.

Section 4. Exclusions from Workweek and Overtime Provisions

Employees in the class of Senior Real Property Agent shall not be subject to the
provisions of Sections 1., 2. or 3.

Section 5. Premium Pay

A. Night Shift Differential

1. Except as provided in 7. below, an employee who works an assigned night
shift shall, in addition to his or her regular salary, be paid a night shift
differential for each hour actually worked on the assigned night shift.

2. Except as provided in subsections 5. and 6. below, 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. Hours worked as an extension
of an assigned shift eligible for Night Shift Differential shall be paid at the
same Night Shift Differential rate as the assigned shift. Hours worked as
an extension of an assigned shift not eligible for Night Shift Differential
shall not be eligible for Night Shift Differential.

3. Except as provided in 4., 5. and 6., below, the rate of night shift differential
shall be five (5) percent of the employee's basic hourly rate with a
minimum of sixty (60) cents per hour and a maximum of one(1) dollar and
fifty (50) cents per hour.
4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

- Supervising Public Health Nurse I
- Supervising Public Health Nurse II

5. An employee in the below listed classes who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy five ($1.75) cents per hour for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

- Senior Comprehensive Care Nurse
- Supervising Comprehensive Care Nurse

6. An employee in the below listed classes who works an assigned late night shift where the majority of the hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five ($2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

- Senior Comprehensive Care Nurse
- Supervising Comprehensive Care Nurse

7. Employees in the classes of Custodian Leadworker and Supervising Custodian I and II shall not be eligible to receive night shift differential premium pay.

B. **On-Call Pay**

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

3. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on call.

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.

2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.

3. There shall not be any duplication or pyramiding of rates paid under this Section.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.

5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid. This will not apply to the class of interpreter.

a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.

b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

- Eligibility Supervisor
- Program Assistant
- Senior Comprehensive Care Nurse
- Senior Defense Investigator
- Supervising Family Support Officer
- Supervising Public Health Nurse I
- Supervising Public Health Nurse II

3. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

4. Bilingual pay shall not apply to workers' compensation supplement pay.

5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the agency/department head, who will consider it according to:

  a. agency/department need;

  b. availability of a qualified replacement; and

  c. availability of another suitable assignment for the requesting employee.

6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An office services supervisor who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, James A. Musick Facility, Theo Lacy Branch Jail,
or Warrant Bureau shall, in addition to his or her biweekly salary, be paid an additional seventeen (17) cents per hour (approximately thirty [30] dollars per month) for all paid hours until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional seventy-five cents ($0.75) per hour (approximately one hundred thirty dollars [$130] per month) for all hours paid.

2. An HCA Service Chief I or II who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, James A. Musick Facility, Theo Lacy Branch Jail, or Warrant Bureau shall, in addition to his or her biweekly salary, be paid an additional seventy-five (75) cents per hour (approximately one-hundred and thirty [130] dollars per month) for all paid hours until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

3. An employee in the classification of Craft Supervisor I/Electrical, Mechanical, Craft Supervisor I/Structural and Craft Supervisor II who is permanently assigned to the Central Jail/Intake/Release Center, Theo Lacy Branch Jail or James Musick Facility shall receive, in addition to biweekly salary, an additional seventy-five (75) cents per hour for all hours paid until the new rate provided below is effective.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.
4. This salary supplement shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

5. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.

F. Firefighting Call-Back Pay

Employees in this Representation Unit who are called back to fight fires at a landfill station or in support of wildland fires shall receive seven (7) dollars per call in addition to call-back pay.

G. Comprehensive Care Nurse Jail Incentive

An employee in any of the below listed classes assigned to work in an adult or juvenile correctional or institutional facility shall, in addition to his or her regular pay, be paid seventy five (75) cents per hour for all hours paid until the rate provided below is effective. This incentive shall not apply to worker’s compensation supplement pay or be used as a base rate for overtime, other premium pay, etc.

Effective as soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, and to be implemented following completion of an audit within 90 days to confirm only qualifying positions within eligible classifications and assigned to work in a correctional setting are receiving the premium pay, eligible employees will be paid an additional one dollar and fifty-cents ($1.50) per hour (approximately two hundred sixty dollars [$260] per month) for all hours paid.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

1. This incentive shall not apply to worker’s compensation supplement pay or be used as a base rate for overtime, other premium pay, etc.

2. There shall not be any duplication or pyramiding of rates paid under this Section related to assignment to a correctional or institutional facility.
H. **Confined Spaces Pay**

1. Supervising Maintenance Inspector/Specialists who are regularly assigned to the Public Works Operations Confined Space Inspection Team shall receive one dollar twenty-five cents (1.25) per hour for those hours actually spent working in confined spaces, as defined in 2., below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for entering a confined space shall count as time spent actually working in confined spaces.

2. Confined spaces, as used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative Code. Examples of confined spaces which may be eligible include compartments, ducts, sewers, pipelines, vaults and pits.

I. **Emergency Communications Training and Certification Pay**

1. Employees in the classification of Sheriffs Special Officer III who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three (2.03) cents per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.

2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher classification and the step 12 hourly rate of the Sheriffs Special Officer II classification exceeds two dollars and three (2.03) cents per hour, the premium will be adjusted accordingly.

J. **Commercial Driver's License Pay**

Employees in the classifications of Equipment Mechanic Leadworker, Supervising Fleet Technician; and Senior Agricultural Standards Inspector who possess a valid Class A or Class B driver’s license shall be eligible to receive an additional sixty (60) cents per hour for all hours actually paid, based on the following criteria:

1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver’s license with air brakes endorsement.

2. **Agency/deDepartment** management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.

3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay.
K. Nurse Retention Incentive

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 5,200 service hours (approximately five equivalent years of service).

2. Upon completion of approximately 20,800 service hours (approximately ten years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.

4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

L. Nurse Hiring Incentive

Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand (1,000) dollars, within (2) pay periods after completion of new employee probation.

M. Advanced Certification Pay

The following employees shall receive, in addition to their bi-weekly salary, the equivalent of one hundred nineteen (119) dollars a month or approximately fifty-five (55) dollars bi-weekly for receiving an Advanced Appraisal Certificate issued by the State Board of Equalization.

- Managing Appraiser
- Managing Auditor-Appraiser
- Principal Appraiser
- Principal Auditor-Appraiser
- Senior Appraiser
- Senior Auditor-Appraiser

N. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer III assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for
training new Sheriffs Special Officers shall be paid one dollar ($1.00) per hour for all hours assigned to perform such training functions.

Additionally, employees in the classification of Senior Correctional Services Technician shall be paid one (1) dollar per hour for all hours assigned to perform training for other Correctional Service Technicians.

O. Toxic Hazard Assignment Pay

Employees on pay status in the classification of Senior Forensic Scientist who are assigned to the Clandestine Lab Section of Forensic Services shall receive one hundred seventy-five (175) dollars per month (approximately $80.77 per pay period).

P. Automotive Service Excellence (ASE) Certification Pay

1. Employees in the classification of Equipment Mechanic Leadworker or Supervising Fleet Technician who possess and maintain four to seven valid ASE Certifications shall receive an additional fifty-five cents ($0.55) per hour for all hours worked; this may not be combined with 2. below.

2. Employees in the classification of Equipment Mechanic Leadworker or Supervising Fleet Technician who possess and maintain eight or more valid ASE Certifications shall receive an additional seventy-five cents ($0.75) per hour for all hours worked; this may not be combined with 1. above.

3. There shall not be any duplicating or pyramiding of rates paid under this Section. Therefore, employees who are eligible to receive one of the ASE Certification Pays listed in items 1 and 2 above may not receive both in the same pay period.

Q. Professional Land Surveyor License Pay

Employees in the classification of Surveyor III who possess and maintain a Professional Land Surveyor License issued by the State of California shall qualify to receive an additional one dollar and fifty cents ($1.50) per hour for all hours worked, if any of the following criteria are met:

1. Agency/Department management will determine which assignment(s) will qualify to receive this pay.

2. Employees must be assigned to a position that utilizes the Professional Land Surveyor License.

R. Engineering Certification Pay
Employees in the classification of Senior Project Manager who possess and maintain a Professional Engineer (Civil) license issued by the California State Board of Professional Engineers shall receive an additional 5.5% pay for all hours worked, based on the following criteria:

1. Department management will determine which assignment(s) and employee(s) will qualify to receive this pay.

2. Supervisor and/or manage professional, technical, and/or construction personnel/consultants performing engineering work on Capital and Maintenance Improvement projects.

S. Case Call Pay

When a Supervising Deputy Public Guardian receives a case call at home, the employee shall be paid at time and one-half (1 ½) the regular rate with one (1) hour minimum for each case.

T. Board Certification Pay

1. For the purposes of this section, Board Certification shall mean those Board Certifications designated by a State of California or National Board.

2. Employees in pay status and assigned on a regular, full-time basis in the classifications of Supervising Therapist, California Children Services and Therapy Consultant, California Children Services, who are Board Certified in a Pediatric Specialty, shall receive, in addition to their salary, the equivalent of three hundred fourteen dollars ($314) monthly (approximately one hundred forty-five dollars ($145) bi-weekly).

3. Employees in part-time regular or part-time limited-term positions shall receive pro-rata Board certification pay in bi-weekly segments.

U. Major Accident Reconstruction Team (M.A.R.T.) Pay

Employees in the classification of Senior Sheriff’s Community Services Officer on pay status and assigned to the Major Accident Reconstruction Team (M.A.R.T.) on a regular, full-time basis shall receive the equivalent of fifty three dollars and eight cents ($53.08) biweekly (approximately one hundred and fifteen dollar ($115) 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. shall be based on the ratio of hours actually paid to hours in a pay period (eighty (80) hours).

V. Special Assignment Pay
Any full-time regular, limited term or probationary employee in the following classifications permanently assigned to the Crisis Stabilization Unit (CSU), Crisis Assessment Team (CAT), which includes the Psychiatric Emergency Response Team (PERT), shall be paid an additional one dollar and fifty cents ($1.50) per hour for all hours worked:

Service Chief I & II

There shall not be any duplication or pyramiding of rates paid under this Section.

W. Clinical or Mental Health Supervision Pay

Employees in the classifications of Senior Social Services Supervisor or HCA Service Chief I & II, whose license is used to authorize the performance of duties and who are designated by the department to provide supervised clinical hours for those classification that are obtaining clinical hours, shall be paid an additional two dollars ($2.00) for all hours such licensure is required.

X. Emergency Response Assignment Pay

1. Full-time, limited term or probationary employees in the Senior Social Services Supervisor classification assigned to Emergency Response or Foster Care Investigations shall be paid, in addition to their regular salary, the equivalent of one dollar and fifty cents ($1.50) per hour for all paid hours.

2. Employees must be in an active status to be eligible for Emergency Response Assignment pay. Employees in a transitional work assignment are not eligible for Emergency Response Assignment pay.

3. In the event an eligible employee is not in active status for a portion of a pay period, Emergency Response Assignment Pay shall be based on a ratio of hours actually worked to hours in a pay period (eighty [80] hours).
ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

Employees shall receive compensation at the biweekly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees

A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.

B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.

C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.

D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.

E. 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.

2. If a recruiting step is decreased, incumbents of the class will be unaffected.

3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.CB. for new employees.

4. Any regular employee whose salary could be bypassed by a new employee, if that employee was hired the date of the recruiting rate
change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. **Merit Increase Within Range**

A. 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 agency/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 twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military 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 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 or suspensions.

When an employee is absent from work and not posting personal leave balances (with the exception of Military Leave), the merit increase eligibility date shall be extended by the number of days the absence exceeds the Department Leave and rounded to the first day of the first full pay period. Subsequent merit increase eligibility dates shall fall on the first day of the pay period following the completion of fifty-two (52) week intervals after the extended merit increase eligibility date.

A suspension shall cause the merit eligibility date to be extended by the total number of calendar days equal to the suspension and rounded to the first day of the first full pay period.

A military leave, paid or unpaid, shall not result in the extension of a merit increase eligibility date.

D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of
overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

D. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2) step increase. Effective June 1, 2015, a performance rating of"meets performance objectives" shall earn a one (1) step increase.

2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10 and if granted, in what amounts, shall be solely within the discretion of the agency/department head and shall be based on merit.

E. If, in the agency's/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 agency/department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

F. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

A. Except as modified by B. and C. below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class except that the employee will retain their former merit increase eligibility date if the promotion was the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B.
B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges or is reassigned through a Classification Maintenance Review as defined in Article XVIII, Section 2.B to a class on a different salary
schedule, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

F. As soon as practicable following adoption by the Board of Supervisors on or after June 30, 2023, the supervisory employee shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range for their classification. This provision does not apply when supervision is being provided to higher level professional and/or technical staff, including licensed professionals (e.g., psychiatrist, psychologist, nursing staff, IT staff, etc.).

Section 6. Salary on Reduction

A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.CB., 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 agency/head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee’s rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.

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D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum of the new class, the salary of the employee shall not change except if the reduction is the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B in which case the new salary will be the closest step on the new salary range which is not lower than the current rate of pay; in any case, the merit increase eligibility date of the employee shall not change.

2. If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If, at the end of the calendar period indicated below, the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

Y-RATE SCHEDULE

<table>
<thead>
<tr>
<th>Years of Full Time Continuous Service</th>
<th>Duration of Y-Rate</th>
</tr>
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<tbody>
<tr>
<td>Less than 5 years</td>
<td>Two years from the date of reclassification</td>
</tr>
<tr>
<td>5 years but less than 10 years</td>
<td>Three years from the date of reclassification</td>
</tr>
<tr>
<td>10 years but less than 15 years</td>
<td>Four years from the date of reclassification</td>
</tr>
<tr>
<td>15 years but less than 20 years</td>
<td>Five years from the date of reclassification</td>
</tr>
<tr>
<td>20 years but less than 25 years</td>
<td>Six years from the date of reclassification</td>
</tr>
<tr>
<td>25 years or more</td>
<td>Seven years from the date of reclassification</td>
</tr>
</tbody>
</table>

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced by the amount of the difference between the
maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. **Salary on Reclassification**

The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:

A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.

B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.

C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. **Salary on Reemployment**

A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may upon approval of the Chief Human Resources Officer be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.

B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. **Changes in Salary Allocation**

A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XVIII.

B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. **Additional Compensation**

Notwithstanding anything in this Memorandum of Understanding to the contrary, when in the judgment of the Board, it becomes necessary or desirable to utilize the
services of County employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

Section 11. Paycheck Deposit

A. The County will permit an employee to authorize automatic deposit of his or her Paycheck to a financial institution of the employee’s choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.

B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee’s choice.

Section 12. Classification and Compensation Studies

The County agrees to conduct a reasonable number of classification and compensation studies annually, and shall consult with OCEA as to both the number of studies to be conducted and the identification of classification series to be studied. Such consultations shall occur at least quarterly each calendar year.
ARTICLE III    GENERAL PERSONNEL PROVISIONS

Section 1.  Probation

A.  New Probation

1.  Full-Time Employee

A new or reemployed employee in a regular or limited-term position shall be placed on new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period.

2.  Part-Time Employee

A new or reemployed part-time employee in a regular or limited-term position shall be placed on a new probation period for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day or the pay period following completion of said period.

B.  Promotional Probation

1.  Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.

   a.  A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Supervisory Management Unit to a class in the same or closely related occupational series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.

   b.  A part-time employee shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime ending with the first day of the pay period following completion of said period except that for promotion from a class in the Supervisory Management Unit to a class in the same or closely related occupational series, the promotional probation period shall be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.
2. When a regular or limited-term employee is promoted as a result of the employee’s position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished or if the reclassification occurred as the result of a Classification Maintenance Review as defined in Article XVIII, Section 2.B, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee’s agency/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 agency/department at any time without right of appeal or hearing, except as provided in C.3., below.

2. Promotional Probation

   a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.

   b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

   c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the employee’s agency/department head, shall not have the right to return to his or her former class.

   d. If the employee’s former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to
promotion and shall serve the remainder of any probationary period not completed in the former class.

3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee’s record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.

2. When an agency/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 E.1, 2. And 3. of this Article, below, and an employee who is permitted by the agency/department to work beyond the end of a probation period shall be deemed to have passed such probation period.

3. An employee who is on probation may not transfer from one agency/department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official 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 suspension, with the extended probation period ending with the first day of the pay period after said extended date.

When an employee is absent from work and is not posting leave balances, the new hire and promotional probation periods shall be extended by the number of calendar days the absence exceeds the Department Leave and rounded to the first day of the first full pay period.
When an employee is absent from work for more than 30 calendar days, the new hire and promotional probation periods shall be extended by the number of days the absence exceeds 30 calendar days and rounded to the first day of the first full pay period.

An employee who is on Administrative Leave with Pay or suspended shall have their probation extended by the length of the Administrative Leave with Pay or suspension, and rounded to the first day of the first full pay period.

2. With the mutual agreement of a new probationary employee and his or her agency/department, the employee's new probation period may be extended at the sole discretion of the Chief of Employee Relations for a period not to exceed ninety (90) calendar days provided such action is approved by the Chief of Employee Relations before the normal probation period is completed. In such cases, the agency/department shall advise OCEA in writing regarding the extension of probation as soon as practicable.

Denial of a request to extend a probation period shall not be subject to appeal of hearing.

3. 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.

Section 2. Performance Evaluation

A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.

C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating
thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.

B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.

C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.

D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.

E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief of Employee Relations and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 4. Status of Limited-Term Employees

A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.

B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.

C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to
permanent funded positions, maintain their original hire date for purposes of annual leave, vacation and healthcare leave accrual, retirement, layoff and new employee probation.

D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.

E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his or her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his or her former class. In such a case, the employee shall be reassigned within five (5) working days.

B. An agency/department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.

C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee’s former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement
A. The County will advise employees retired for disability to contact the Orange County Employees Retirement System (OCERS) to determine the impact of reemployment on their disability retirement benefits prior to accepting reemployment.

B. Employees retired for physical disability who have contacted OCERS for advice and counsel under Section A above who within two (2) years from the date of retirement or date their disability retirement is discontinued, request and have been counseled as required above and qualify for positions in the County service shall be placed on the COUNTY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:

1. a person appointed to a regular position in the County service shall be removed from the list;

2. a person who, on two (2) separate occasions, rejects or fails to respond within three (3) calendar days to offers of employment in a class for which he or she is qualified shall be removed from the list;

3. a person who on three (3) separate occasions, declines referral for interviews in a class for which he or she is qualified shall be removed from the list.

Section 7. Reemployment of Regular Employee

A regular employee who leaves County employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on agency/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 agency/department to another.

Section 9. On-Duty Meals

A. The County shall provide meals to personnel employed in residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.
B. The County shall provide reasonable reimbursement for meals for employees in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.

C. During emergencies which require unusual amounts of overtime, employees who are required to work such excessive overtime shall be provided appropriate meals. Such meals shall either be provided by County contract, such as that provided on a fireline, or the employee shall be authorized a meal ticket. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the agency/department.

Section 10. Transfer Policy for OCEA Officers and Grievance Representatives

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

A. the employee’s performance “meets” or “exceeds” performance objectives; and

B. OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

C. there is another employee in the same classification in the agency/department who meets the specific qualifications for the assignment.

Section 11. Training

A. Upon approval of the agency/department head, employees may participate in various County sponsored training programs. The County and OCEA will inform employees of these training programs.

B. During the term of this Memorandum of Understanding, OCEA may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with OCEA and consider implementation.
ARTICLE IV    LEAVE PROVISIONS

Section 1. Healthcare Leave

A. Healthcare Leave Accrual

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.

2. During the first three (3) years of employment, an employee shall earn .0347 hours of healthcare leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two (72) hours per year).

3. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of healthcare leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six (96) hours per year).

4. Healthcare leave earned shall be added to the employee's healthcare leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

5. Except as provided by law, extra help employees shall not earn healthcare leave.

B. Permitted Uses of Healthcare Leave

Employees with annual leave balances must use accrued annual leave prior to use of sick leave, until all annual leave has been taken, unless otherwise indicated in this Article.

Healthcare leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy or childbirth, medical or dental appointments during working hours for the diagnosis, care, or treatment of an existing health condition, or preventative care, or absences related to Family Leave as defined in Section 15 of this Article. The employee shall notify the Department in advance to attend medical and dental appointments whenever practicable.
a. An employee with an annual leave balance may use healthcare leave for absences resulting from an employee’s illness due to a medical diagnosis of COVID-19, for symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment or experiencing COVID-19 vaccine-related/booster-related symptoms.

2. Absence from duty for an employee to attend to the diagnosis, care or treatment of an existing health condition of, or preventative care for, the employee’s family member or eligible person as defined by applicable law because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian. Use of this leave is limited to the time period specified in Labor Code section 233.

a. An employee with an annual leave balance may use healthcare leave for absences resulting from caring for a family member’s illness due to a medical diagnosis of COVID-19, caring for a family member with symptoms of COVID-19 (i.e., fever, cough, shortness of breath) and seeking a medical diagnosis from a healthcare provider, for attending a COVID-19 vaccination/booster appointment with a family member or to care for a family member experiencing COVID-19 vaccine-related/booster-related symptoms.

3. Absence from duty because an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Leave for School and Child Care Activities (terms specified in Section 2.C.1 below). If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or child care facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child’s school-related disciplinary issue. Time off requests to attend such events are non-discretionary, but shall be requested in advance to the extent possible.
5. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the following conditions:
   a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
   b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to healthcare leave.
   c. The agency/department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
   d. Upon the employee’s return to work, the employee must furnish the agency/department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.

6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

7. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. Up to eight-twenty-four (824) hours of healthcare leave per fiscal year may be donated as a part of the County’s Catastrophic Leave Donation plan.

C. Prohibited Uses of Healthcare Leave

1. Healthcare leave shall not be applied to:
   a. Absence caused by illness or injury to a member of the employee’s family except as provided in B above.
   b. Absences which occur on a County holiday.

2. Healthcare leave shall not be used for circumstances not specified in this Article, unless required by law.
D. General Provisions

1. In any use of healthcare leave, an employee's account shall be charged to the nearest quarter hour.

2. Except as prohibited by law an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the agency/department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

3. Employees hired on or after July 15, 1977 are not eligible for any payoff of healthcare leave. Employees hired before July 15, 1977 are eligible for healthcare leave payoff under the following conditions:
   
a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused healthcare leave in an amount computed as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percent of Unused Healthcare Leave Paid For</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>None</td>
</tr>
<tr>
<td>5 but less than 10</td>
<td>25%</td>
</tr>
<tr>
<td>10 but less than 15</td>
<td>50%</td>
</tr>
<tr>
<td>15 but less than 20</td>
<td>75%</td>
</tr>
<tr>
<td>20 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

   Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who, as of date of request, is eligible for Tier I paid retirement and who has accumulated unused healthcare leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his or her accumulated healthcare leave provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of healthcare leave paid shall be computed based on years of continuous service in accordance with Section 1.D.3.a., above. The employee's healthcare leave balance will be reduced...
by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.3.a.

c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977, who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated healthcare leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining healthcare leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid healthcare days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid healthcare days and to accrue additional paid healthcare days upon rehiring to the extent required by law.

Section 2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

A. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

B. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.
C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss.

D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV—Section 1, Article V, or Article VI.

Section 32. Authorized Leave Without Pay

A. Discretionary Leave of Absence

1. A Discretionary Leave of Absence is granted based on the operational needs of the department in which the employee is assigned. The granting of such Leave shall be at the discretion of the department.

1.2. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an agency/departmental leave without pay for a period of time not to exceed fifteen (15) calendar days. Employees will be required to use available accrued Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave is exhausted. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to B.4., B.5., and Sections 10, 11.A., and 14., below. The agency/department head may require that all accumulated compensatory leave time be used prior to granting of agency/departmental leave. The use of earned vacation or annual leave prior to the obtaining of agency/departmental leave shall be at the option of the employee.

B. 3. Official Leave

a. 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. Employees will be required to use available Annual Leave, Vacation, Compensatory Leave, and PIP time in that order until all accrued leave time is exhausted, except as provided in subsections 2. and 3. below. Such Leave may be authorized only after an employee's completion of an agency/departmental leave and after all compensatory time and vacation accruals or the portion of annual
leave balance subject to 100% payoff have been applied toward payment of the absence.

b. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department. Failure to request an extension before the end of the Official Leave may result in denial of that extension except that request for an Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the agency/department denies the extension of such Leave, the provisions of subsections 4. and 5. below, shall not apply.

3. An employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14, and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:

b. When Official Leave involves the employee’s own serious health condition – after all accumulated compensatory time, vacation accruals, healthcare leave and annual leave have been used;

b. When Official Leave involves the circumstances covered by Section 1, subsections B.4, B.5 or B6 of this Article – after all accumulated compensatory time, vacation, healthcare leave (to the extent available to the employee for such use) and annual leave have been used;

c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals and/or the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.

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 the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.
5. Except as to leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the agency/department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.

6. If the agency/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 decision of the Chief Human Resources Officer on such appeals shall be final.

7. An Official Leave shall not be credited toward continuous service.

4. C. General Provisions – Discretionary Leave

a. A request for a Discretionary Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the date of return.

b. A request for Discretionary Leave shall normally be initiated by the employee but may be initiated by the employee's department only where the employee is unable to initiate such action.

c. The department shall: (a) indicate on the request its decision as to whether the request is granted, modified, or denied within five (5) business days of receiving the request, however this timeline may be extended as necessary if further information is required from the employee for the department to render its decision regarding the request; (b) deliver a copy of the decision to the employee.

d. If the department modifies or does not approve a request for Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall remain/return to work during this review process. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

e. An employee who fails to provide a request for a Discretionary Leave unrelated to an ongoing medical accommodation or has been denied for the Leave in accordance with B.3 and/or B.4 and is absent from work, may be subject to Article IV, Section 96. Absence Without Authorization.

f. A Discretionary Leave not covered by employee’s balances shall not be credited toward service hours. This does not apply during any portion of
the Leave where the employee is applying Annual Leave, Vacation, Compensatory Leave or PIP balances to the leave.

g. Departmental Leave and Official Leave do not run concurrently.

B. Non-Discretionary Leave of Absence

1. A Non-Discretionary Leave of Absence is leave which an eligible employee may use for various reasons under applicable law. Eligibility for a Non-Discretionary Leave of Absence will be determined according to the requirements of applicable law. The County follows all applicable state and federal laws pertaining to Non-Discretionary Leaves of Absence. Non-Discretionary Leave includes, but is not limited to, FMLA, CFRA, and PDL.

2. If conflicting language exists in the application of a Non-Discretionary Leave between this Article and state or federal law, then state or federal law shall prevail.

3. Family and Medical Leave Act

   a. Family and Medical Leave Act (FMLA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for an FMLA-eligible person, or for any other FMLA-eligible purpose. Unless otherwise provided by this Section, “FMLA Leave” under this Agreement shall mean leave pursuant to the FMLA. Employees may be eligible for up to twelve (12) weeks (480 hours) of FMLA Leave during a calendar year.

   b. An employee may qualify for up to twelve (12) weeks of leave for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent when the employee meets applicable requirements.

   c. Eligible employees may qualify to take up to twenty-six (26) weeks of military caregiver leave under FMLA when the employee meets applicable requirements. Where FMLA Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

   d. FMLA Leave is unpaid under the law. However, to the extent that an employee has accrued leave balances, the employee is required to use Annual Leave, Sick/Healthcare Leave, Vacation time, Compensatory, and PIP balances in that order for the Leave.

4. California Family Rights Act
a. California Family Rights Act (CFRA) shall be granted to the extent required by law to an employee for their own serious medical condition, to care for a CFRA-eligible person, or for any other CFRA-eligible purpose. Unless otherwise provided by this Section, “CFRA Leave” under this Agreement shall mean leave pursuant to the CFRA. Employees may be eligible for up to twelve (12) weeks (480 hours) of CFRA Leave during a calendar year.

b. If an employee uses CFRA Leave for their own serious health condition and is not receiving disability benefits, the employee is required to use accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. If an employee is receiving disability benefits, then the employee may elect to supplement the disability benefits by using accrued Annual, Sick/Healthcare, Vacation, Compensatory, and PIP balances in that order. The employee is required to notify the department at the time of the CFRA Leave request, or as soon as practicable, that they are/will be receiving disability benefits.

c. If an employee uses CFRA Leave for purposes of “child bonding,” the employee is required to use accrued Annual Leave, Vacation, and Sick/Healthcare balances, Compensatory, and PIP balances in that order.

d. If an employee uses CFRA Leave to care for another CFRA-eligible person, the employee is required to use accrued Annual Leave, Sick/Healthcare, Vacation, Compensatory, and PIP balances, in that order.

5. Pregnancy Disability Leave

a. Pregnancy Disability Leave (PDL) shall be granted to the extent required by the Fair Employment and Housing Act (FEHA) to an employee disabled by pregnancy, childbirth, or a pregnancy-related medical condition, or for any other PDL-eligible purpose. Unless otherwise provided by this Section, “PDL” under this Agreement shall mean leave pursuant to Pregnancy Disability Leave. An employee may be eligible for up to sixteen (16) weeks (640 hours) of PDL for each qualifying leave.

b. PDL is unpaid under the law. If an employee uses PDL, the employee is required to use Sick/Healthcare balances until they are exhausted, unless the employee is receiving disability benefits. Once an employee exhausts accrued Sick/Healthcare Leave balances, the employee may use Annual Leave, Vacation,
Compensatory, and PIP balances in that order. As soon as practicable, but no later than the end of the PDL leave, the employee shall notify the department whether they choose to use the above leave balances once they have exhausted their Sick/Healthcare balances. At the time of the PDL request or as soon as practicable, the employee is required to notify the department that they are/will be receiving disability benefits.

c. In instances when an employee is using PDL and FMLA leave concurrently, the posting of leave balances shall be controlled by Section 5.b. above (Pregnancy Disability Leave).

6. Parenthood Leave

a. Parenthood Leave shall be granted to the extent required by this provision in connection with the birth or placement for legal adoption of a child.

b. Eligible regular, limited-term, or promotional probationary employees may qualify for Parenthood Leave of up to six (6) months. Eligible new-hire probation employees may qualify for Parenthood Leave of up to three (3) months (12 weeks).

c. To qualify for Parenthood Leave, employees must meet the following conditions:

1. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

2. The requested Leave is commenced within one (1) month prior to, or six (6) months after, the date of birth or placement for legal adoption of the child.

3. Parenthood Leave runs concurrently with Pregnancy Disability Leave (PDL), Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA), where applicable. In those situations, law pertaining to those leaves shall supersede this section.
4. In instances when an employee is using PDL and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.5.b. above (Pregnancy Disability Leave). In instances when an employee is using FMLA and/or CFRA and Parenthood Leave concurrently, the posting of leave balances shall be controlled by Section B.3.d. and/or B.4.b above (Family and Medical Leave Act and/or California Family Rights Act).

5. In instances when the Parenthood Leave is not running concurrently with FMLA, CFRA, or PDL, employees are required to use available accrued Annual Leave, Healthcare Leave, Vacation, Compensatory Leave, and PIP time in that order for this Leave. If an employee exhausts all accrued balances, the remaining Parenthood Leave shall not be credited toward continuous service.

7. Military Leave

a. The Uniformed Services Employment and Reemployment Rights Act (USERRA) offers job protections for employees who voluntarily or involuntarily leave employment to undertake military service. The County will follow all applicable federal law pertaining to USERRA, and any other state and local regulations pertaining to any Military Leave of Absence.

b. An employee who is requesting a Military Leave is required to submit notice on forms prescribed by the Chief Human Resources Officer to their department within 30 days prior to the start of the leave, or as soon as practicable. The employee is to include military orders identifying that he/she has been called to active duty, the Leave and Earnings Statement (LES) when applicable, the expected start date of the leave, and the probable date of return to work.

c. An employee on an active Military Leave is required to timely provide any further LES documents, when applicable, to their department throughout the entire duration of the leave.

d. Failure to provide satisfactory verification for Military Leave may be grounds for denial of the leave.

e. Military Leave shall be credited toward continuous County service.

8. Verification
a. A request for Leave shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, the date of return, and the required documentation supporting the request.

b. As a condition to the approval of a medical Non-Discretionary Leave of Absence, an employee will be required to furnish medical certification from the employee’s health care provider which states: (1) the date on which the Leave is to commence; (2) the date on which the Leave is to end; (3) that the employee cannot perform their duties because of the employee's own serious health condition.

c. To request Leave to care for another eligible person, an employee is required to furnish medical certification from the eligible person's health care provider with the same information listed in 8.a and 8.b above and stating that the employee cannot perform their duties because the leave is required to care for the-eligible person pursuant to applicable law.

d. Whenever possible, an employee shall give notice of the request for Leave at least thirty (30) days, or as soon as practicable, prior to the start of the requested leave.

e. Failure to provide satisfactory verification of the necessity for a Non-Discretionary Leave of Absence may be grounds for denial of the leave.

f. If the department modifies or does not approve a request for Non-Discretionary Leave of Absence, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The employee shall include the department’s modification or denial of the leave in the request for review by the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.

9. General Provisions – Non-Discretionary Leave

a. The twelve (12) month period for calculating Non-Discretionary leave entitlement will be based on the calendar year (January 1 to December 31).

b. Unless otherwise prohibited by state or federal law, Non-Discretionary Leaves of absence will run concurrently.

c. Any portion of the leave which is unpaid shall not be credited toward service hours.
C. Other Leaves of Absence

1. Leave for School and Child Care Activities

   a. Pursuant to California Labor Code section 230.8, if an employee is a parent, guardian, step-parent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may take up to forty (40) hours each calendar year (at a maximum of 8 hours a month) to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or childcare facility is acceptable. Examples include participating in parent-teacher conferences, Open House, or a child's school-related disciplinary issue.

   b. A qualifying employee may use up to ten (10) hours of Healthcare Leave in accordance with Article IV, Section 1.B.4. per fiscal year, to attend such events. If an employee chooses not to use all 10 hours of Healthcare Leave for this leave, the employee is required to use Annual Leave, Vacation, Compensatory, and PIP balances in that order for the Leave for School and Childcare Activities. If an employee has exhausted leave balances, an employee may elect to take the leave unpaid.

1.2. Bereavement Leave

Bereavement leave is paid leave which is available to an employee related to the death of a family member of the employee’s immediate family as defined below.

   a. For purposes of this Section, immediately family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, child, step-child, grandparent, grandchild or person with whom the employee has/had a legal guardian relationship.

   b. Upon request, regular, limited-term or probationary employees who are in full-time paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts for each death, and employees who are in part-time status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee’s normal workweek for each death.

   c. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may
be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but not more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

c-d. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee’s accrued balances and must meet eligibility requirements and conditions set forth in Article IV, Section 1.B.8, Article V, or Article VI.

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 agency/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 Nonoccupational Disability

A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a 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 healthcare leave, compensatory, vacation and/or annual leave time 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.)

B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.
Section 5. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

Section 63. Jury Duty Leave

A regular, limited-term or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the County Treasurer. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 74. Witness Leave

A regular, limited-term or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant, shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the County Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 85. Leave for OCEA Business

A. The County shall grant OCEA stewards the ability to utilize accrued leave time to attend monthly OCEA steward meetings of up to sixty (60) minutes and up to sixty (60) minutes travel time to the OCEA offices in Santa Ana.

B. Up to six (6) times annually, no more than seven (7) employees who are trustees of the OCEA Health & Welfare Trust shall be released with pay for up to ninety (90) minutes for travel to and from the OCEA offices in Santa Ana and attendance at the bi-monthly Board of Trustees meeting. In addition, no more than seven (7) employees who are trustees of the OCEA Health & Welfare trust shall be released with pay for up to three (3) days annually to attend a trustee continuing education conference.
A-C. The County shall allow a regular, limited-term or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:

A. OCEA shall make a request to the employee's agency/department head at least ten (10) days in advance.

1. B. OCEA shall not request that such Leave be effective for more than four (4) employees on any workday.

2. C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 96. Absence Without Authorization

A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.

B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 96.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:

1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;
2. a statement of the reasons for considering the employee to have automatically resigned;
3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
4. a statement of the employee's right to representation;
5. a copy of the automatic resignation provisions which apply to the employee;
6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.
C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her agency/department; 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.

D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.

E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of healthcare leave, compensatory time, vacation, annual leave or other paid leave to cover the absence is appropriate.

F. If an employee does not have authorization to be absent from work, such employee may request authorization from the agency/department head prior to the expiration of the time limit specified in subsection A., above.

G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 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 placement for legal adoption of a child provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.

3. Such employee has completed new probation.

4. All accrued vacation, compensatory time or 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. Healthcare leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the agency/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, a regular, limited-term or probationary employee shall be placed on Workers’ Compensation Leave. If such determination cannot readily be made and all healthcare leave or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.

B. Workers’ Compensation Leave shall continue until the employee:

1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers’ Compensation Appeals Board; or

3. accepts employment outside the County; or

4. accepts employment in another County position; or

5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or

6. is retired pursuant to Government Code provisions.

C. If practicable, an employee on Workers’ Compensation Leave and/or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until such notice is given; however,
the agency/department may waive the notice or reduce the notice period at its discretion.

Section 137. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.

8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on agency/departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, annual leave and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.
E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in subsections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of subsection A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 148. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (824 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 129. Leave for Attendance at Professional Conferences

A. Employees may request five (5) working days leave with pay each fiscal year for attendance at professional conferences subject to the following conditions:

1. A request is made in advance on the appropriate Request to Attend a Conference form.

2. The conference is job related and qualifies for CEU credits if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.

4. The conference or professional study is located in the United States.

5. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to the agency/department director with a copy to the Staff Development liaison (to include conference materials, handouts, etc.).
6. The employee's workload is current and his or her performance “meets” or “exceeds” performance objectives.

B. Attendance at conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the agency/department or in the assigned unit.

C. Multiple requests to attend the same conference or conferences scheduled at the same time will be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.

D. Requests may be made for additional leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the agency/department.

E. Attendance at conferences outside of the United States will require approval of a department head.

Section 13. OCEA Presidential Leave

A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:

1. The Presidential Leave shall be for a minimum of eight (8) hours.

2. The Presidential Leave is requested in advance within a reasonable time period. Every effort will be made to give the maximum advance notice. Any notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.

4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.

5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.

6. There is not a compelling need for the employee to perform County work.

7. The employee “meets” or “exceeds” performance objectives.
8. When the duration or frequency of Presidential Leave is such that the employee’s absence imposes a hardship on agency/departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

B. Vacation, annual leave and healthcare leave accrual rates will apply to the employee as though he or she were on duty status.

C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.

D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.

E. The employee’s eligibility for promotional examinations shall not be affected by Presidential Leave.

F. Layoff points shall not be affected by Presidential Leave.

G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in sub-sections A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of sub-section A.1. through A.8., above, shall be suspended during said emergency recall.

H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 14. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, healthcare leave (8 hours maximum per fiscal year), compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.
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 functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical condition.

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 placement.

d. An employee’s presence is needed to attend to a serious health condition of the employee’s child, spouse, parent or a 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 arising out of the fact that the employee’s spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.

f. Leave to care for a spouse, registered domestic partner, child, parent, or “next of kin” who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

3. Employees must request and identify their need for Family Leave. The County and OCEA agree that certain other types of leaves 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 family member 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 agency/department shall determine whether annual leave, healthcare leave, compensatory leave, and/or vacation time 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 healthcare 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 agency/department with thirty (30) calendar days notice of his or her intent to take Family Leave.

2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.

3. For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/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 service member 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.

Section 16. LEAVE LANGUAGE WORKING GROUP

Upon adoption of the MOU, the County and OCEA agree to establish a working group to clarify language regarding Leaves of Absences, including streamlining language for understandability.
ARTICLE V VACATION

Section 1. Vacation Accrual

A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately eighty [80] hours per year). Part-time employees will earn vacation on a pro-rated basis. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty (120) hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accrual account only upon completion of each pay period.

C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service (20,800 regularly scheduled hours), an employee in a regular or limited-term position shall earn .0777 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty (160) per year), under the same terms and conditions as under subsection B., above.

D. The maximum allowable vacation credit an employee may accrue at any one time for employees with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours. The maximum allowable vacation credit an employee may accrue at any one time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be four hundred (400) hours. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

E. Employees in the class of Senior Real Property Agent shall earn an additional .0193 hours of vacation for each hour of pay during the regularly scheduled workweek, but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such additional credit shall be applied to vacation accrual account only upon completion of each pay period. The maximum allowable vacation credit at any one (1) time for employees with less than ten (10) years of continuous County service shall be three hundred twenty (320) hours. The maximum allowable vacation credit at any one (1) time for employees with ten (10) or more years of continuous County service (20,800 regularly scheduled hours) shall be four hundred (400) hours.
employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee’s vacation credit drops below the maximum allowed.

Section 2. **General Provisions**

A. Employees with annual leave balances must use accrued annual leave prior to use of vacation leave, until all annual leave has been taken, with the exception of Section 2.C.

B. Not more than eighty (80) hours of paid time may be credited toward accrual of vacation credit in any pay period.

C. Employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off. Employees with eighty (80) or more hours of Annual Leave, regardless of years of County service, may elect to use a maximum of sixty (60) Vacation hours during the fiscal year for approved time off.

D. Approved unpaid leaves, including Non-Medical Discretionary Leave of Absence, Non-Occupational Disability Leave, unpaid Family Leave, or Parenthood Leave shall cause the aforementioned ten (10) years (Article V, Sections 1.C. and E.) of full-time County service to be postponed a number of calendar days equal to the approved unpaid Leave.

E. When an employee’s County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article V, Sections 1.C. and E.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.

F. Additional vacation earned during the period of vacation may be taken consecutively.

G. In any use of vacation, an employee’s account shall be charged to the nearest quarter hour.

H. Vacation shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

I. No scheduled vacation will be cancelled by the agency/department, except in cases of emergency.

J. Illness while on paid vacation will be charged to healthcare leave rather than vacation only under the conditions specified in Article IV, Section 1.B.5.
K. 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 Suppression Volunteer, Election Board Officer or Election Night Help.

L. 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.

M. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

A. Vacation Cash Out Where Employee Has No Annual Leave Balances
   1. After annual leave has been exhausted, except as provided in 3.A.2. below, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to thirty (30) hours each or one (1) increment of up to sixty (60) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment of vacation remain unchanged.

   2. After annual leave has been exhausted, during each fiscal year, an employee in the class of Senior Real Property Agent may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

   3. After annual leave has been exhausted, during each fiscal year, employees in the following classes may request to be paid for accrued vacation in either two (2) separate increments of up to thirty five (35) hours each or one (1) increment of up to seventy (70) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged.

   Supervising Radio Dispatcher
   Senior Correctional Farm Supervisor

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B. **Vacation and Annual Leave Cash Out Where Employee Has Annual Leave**

1. An employee with an annual leave balance may cash out vacation time if the employee’s accrued vacation bank is such that she/he will reach the applicable cap (as set forth in Section 1.D. and 1.E, above) some time during the fiscal year unless the employee is able to cash out vacation time.

2. If an employee’s vacation balance will reach the applicable cap some time during the fiscal year, an employee may cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of one hundred twenty (120) hours each fiscal year, except if an employee has eighty (80) or more hours of Annual Leave, then they may cash out vacation or any combination of vacation leave and annual leave to an aggregate total of one hundred twenty (120) hours each fiscal year regardless of whether they will reach the applicable cap some time during the fiscal year.
ARTICLE VI       ANNUAL LEAVE PLAN PROVISIONS

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and before the implementation of the 2019-2023 MOU June 21, 2019.

Section 1.  Cessation of Annual Leave, Transition Time Period to Use Annual Leave

A. Effective as soon as practicable following adoption of the MOU by the Board of Supervisors, employees will no longer accrue Annual Leave. Instead, employees will accrue Healthcare Leave and Vacation time pursuant to Article IV, Section 1 and Article V, Section 1.

B. Annual Leave must be exhausted prior to any use of Healthcare Leave or Vacation Leave, except employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 regularly scheduled hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.

C. During the ninety (90) day period beginning thirty (30) days after the adoption of this MOU, employees will have a one-time opportunity to convert Annual Leave that has been accumulated prior to the implementation of this MOU to Healthcare Leave.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by the employee’s personal illness, injury or disability due to pregnancy or childbirth.

2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.

4. Absence from duty because the employee’s presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.
5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection “family member” means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

For those extra help employees who qualify for paid healthcare leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered healthcare leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014. The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee's hire date.

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.

7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.

D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 4. General Provisions

A. In any use of annual leave, an employee’s account shall be charged to the nearest quarter hour.

B. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.

Section 5. Annual Leave Payoff Provisions

A. During each fiscal year, an employee with Annual Leave balances may cash out Annual Leave as follows:

1. An employee who has less than 600 hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out 60 hours of Annual Leave; an additional 60 hours may be requested, with its payout at the discretion of the Department/Agency Head.

2. An employee who has 600 or more hours of Annual Leave as of the implementation date of this MOU shall be allowed to cash out up to 120 hours of Annual Leave upon his/her request until such time as his/her accumulation is less than 600 hours, at which point cash out procedures will be governed by Section 5. A.1, above.

B. An employee separating from County service shall be paid in a lump sum payment from the unused annual leave balances as provided below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Payoff</th>
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Less than 3 years  240 hours maximum paid at 100%
3 but less than 10 years  320 hours maximum paid at 100%
10 or more years  A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 hours maximum.

Notwithstanding the above, for employees with less than 10 years of service, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. For employees with 10 or more years of service, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Sections 1.D. and E. Remaining hours, up to the accrual limits specified in Article V, Sections 1.D. and E., will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2.L.), will be considered as a payoff for purposes of this provision.)

Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

D. An employee separating from County service by way of paid County retirement may elect either to take annual leave as time off or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

E. Notwithstanding the above, any Annual Leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the Annual Leave payoff provisions set forth above. This provision shall not apply to the use of Family Leave, Pregnancy Disability Leave, Workers
Compensation Leave, or other statutorily protected leave during the final two (2) pay periods of employment.
ARTICLE VII  HOLIDAYS

Section 1.  Holidays Observed

A.  Except as modified below, County employees shall observe the following holidays:

2019
Independence Day, July 4
Labor Day, September 4
Native American Day, September 22
Columbus Day, October 14
Veteran’s Day, November 11
Thanksgiving Day, November 23
Day After Thanksgiving, November 24
Christmas Day, December 25

2020
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 27
Independence Day, July 4
Labor Day, September 7
Native American Day, September 27
Columbus Day, October 12
Veteran’s Day, November 11
Thanksgiving Day, November 28
Day After Thanksgiving, November 29
Christmas Day, December 25

2021
New Year’s Day, January 1
Martin Luther King, Jr.’s Birthday, January 15
Lincoln’s Birthday, February 12
Washington’s Birthday, February 17
Memorial Day, May 26
Independence Day, July 4
Labor Day, September 16
Native American Day, September 26
Columbus Day, October 11
Veteran’s Day, November 11
Thanksgiving Day, November 27
Day After Thanksgiving, November 28
Christmas Day, December 25

2022
Martin Luther King, Jr.’s Birthday, January 17
Lincoln’s Birthday, February 12

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Washington's Birthday, February 21
Memorial Day, May 30
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 (Observed)

2023
New Year's Day, January 1 (Observed)
Martin Luther King, Jr.'s Birthday, January 19
Lincoln's Birthday, February 12
Washington's Birthday, February 16
Memorial Day, May 259

B. If a holiday falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

C. Except as provided in E., below, when a holiday other than Christmas Day falls on a Sunday, the next day shall be observed as the holiday. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases, the employee may, with agency/department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

D. Except as provided in E., below, when New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

F. Employees Regularly Scheduled to Work on the Holiday

1. Employees in the classifications of Supervising Fee Station Attendant, Landfill Maintenance Crew Supervisor or Landfill Operations Supervisors who are required to work on New Year’s Day (January 1), Independence Day (July 4) or Christmas Day (December 25) will observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.
2. Employees of Orange County Parks and Orange County Animal Care who are required to work on the holiday will be permitted to observe the holiday on a Saturday or Sunday when the holiday falls on a Saturday or Sunday.

E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases, the employee may, with agency/department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.

F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases, the employee may, with agency/department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

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 in Article VII, Section 1.A 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 on the holiday.
B. On each of the holidays designated in Article VII, Section 1, a part time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee’s basic hourly rate for the number of hours the employee was regularly scheduled to work on the holiday.

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee’s regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.

2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1.A., shall be compensated as provided in Article I, Section 2.C.1.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in B.1 or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.

E. There shall not be any duplication or pyramiding of rates paid under this Section. The total amount of holiday pay received under Section 3.A above and holiday compensatory time received under Section 3.C above, shall not exceed the total number of hours that the employee is regularly scheduled to work on a shift.

F. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation or annual leave balance.

G. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned
work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

H. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.
ARTICLE VIII  REIMBURSEMENT PROGRAMS

Section 1.  Mileage Reimbursement

A.  Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

1.  Through December 31, 1994 the reimbursement rate shall be thirty-nine (39) cents per mile.

2.  Except as provided in A.4., below, effective January 1, 1995 through June 22, 1995, the reimbursement rate shall be thirty-four (34) cents per mile.

3.  Except as provided in A.4., below, effective June 23, 1995, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

4.  Effective January 1, 1995, for an employee who drives two hundred-fifty (250) or more miles in any calendar month in the performance of his or her duties the reimbursement rate shall be thirty-nine (39) cents per mile for each mile driven that month in the performance of his or her duties.

5.  Effective January 1, 2006, employees who drive two-hundred fifty (250) or more miles in any calendar month in the performance of their duties shall be reimbursed at a differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.

6.  There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

B.  An employee who is required by the County to furnish a privately-owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars.  The minimum shall not apply in any month:

1.  in which the employee has not actually worked eighty (80) hours;

2.  unless the employee claims the ten (10) dollar minimum and the agency/department certifies that the employee was required to use a privately-owned vehicle on County business.
Section 2. **Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

Section 3. **Tools**

A. Employees as designated below who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of six-hundred and twenty five (625) dollars per fiscal year. Eligible employees shall include employees in the following classes:

   Automotive Mechanic Leadworker
   Equipment Mechanic Leadworker

B. Persons employed as Senior Communications Technician - Supervisory who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred (400) dollars per fiscal year.

C. Persons employed as Senior Equipment Welder who are required to furnish their own tools shall be eligible for reimbursement for tool purchases to a maximum of four hundred twenty-five (425) dollars per fiscal year.

D. The County shall replace or furnish insurance protection for employee-owned trades and crafts tools required by the agency/department to be used in the performance of the employee's duties against loss sustained on County-owned or controlled property resulting from theft and arising out of the activities related to the employee's regularly assigned work duties provided that loss attributable to negligence of the employee shall not be covered. For each incident, a deductible of fifty (50) dollars will be applied to each employee's loss. The payment of claims under such coverage shall not be appealable under the grievance procedure.

E. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return to the County the replacement tools. When the replacement tools are returned to the County, the employee shall receive from the County a fifty (50) dollar cash refund in consideration of the fifty (50) dollar deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the County.

Section 4. **Calculator Allowance**

A. The County shall pay a ten (10) dollar annual calculator allowance to Eligibility Supervisors who do not otherwise have access to a County provided
calculator. Said allowance shall be paid to Eligibility Supervisors who furnish a calculator for use in performing their duties subject to the following conditions:

1. Eligible employees must submit a claim on or before August 31 of each year on a form provided by the County for that purpose.

2. The County shall not be held liable for the purchase, replacement, maintenance or repair of any calculators, batteries or other appurtenances furnished by the employee pursuant to this provision.

B. The annual calculator allowance shall be payable in September of each year during the term of this Memorandum of Understanding.

Section 5. Boots

A. Employees listed in B. below, who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred dollars ($300) per fiscal year. Per C. below, a Department Head may authorize the provision of safety work boots for employees in additional classifications who are required to furnish their own safety work boots, up to a maximum of three hundred dollars ($300) per fiscal year. As designated by the Department Head, compensation for safety work boots may be provided through a stipend, boot-mobile, voucher or a reimbursement.

Employees in the below listed classes who are required to furnish their own safety workboots shall be eligible for reimbursement up to a maximum of one hundred and fifty (150) dollars per fiscal year.

B.

1. Landfill Operations Supervisor
   Landfill Operations Superintendent
   Maintenance Crew Supervisor I,II,III,IV
   Park Maintenance Supervisor I,II
   Principal Construction Inspector
   Public Works Maintenance Supervisor I
   Public Works Maintenance Supervisor I/Vegetation
   Senior Building Inspector
   Senior Integrated Pest Management Technician
   Supervising Animal Control Officer
   Supervising Building Inspector
   Supervising Construction Inspector

2. Employees in the below listed classes who are required to furnish their own safety workboots shall be eligible for reimbursement up to one hundred and fifty (150) dollars per fiscal year.

3. Supervising Construction Inspector
5.1. Principal Construction Inspector
6.1. Park Maintenance Supervisor I, II
7.1. Maintenance Crew Supervisor I, II, III, IV
8.1. Public Works Maintenance Supervisor I
9.1. Public Works Maintenance Supervisor I/Vegetation
10. Senior Integrated Pest Management Technician

42.2. C. Employees in the below listed classes that are regularly assigned field assignments and who are required to furnish their own safety workboots shall be eligible for reimbursement up to a maximum of one hundred and fifty (150) dollars per fiscal year:

- Craft Supervisor I, II
- Senior Land Surveyor
- Senior Engineering Technician
- Supervising Engineering Technician I, II, III
- Supervising Maintenance Inspector Specialist
- Surveyor III

43.3. D. Employees of the Orange County Public Works Dept. (OCPW) in the below listed classes that are regularly assigned field or wilderness assignments and who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of $150 per fiscal year:

- Senior Environmental Resources Specialist
- Senior Agricultural Standards Inspector
- Senior Civil Engineer (Some assignments, as determined by management, may only be eligible for safety work boots every other year, when the assignment does not require daily field work)

C. For employees in classifications not listed in B., above, but who are authorized by the Department Head to receive safety work boots, the following applies:

1. As a result of their duties, the employees are required to wear safety compliant work boots.

2. There is written documentation on file of the Risk Management and/or the Department Safety Manager assessment and the justified business need for the employees to wear safety compliant work boots.

3. There is written documentation on file detailing the classifications that qualify for safety work boots. The documentation shall be based on classification within the department or specific division/s – unit/s.
4. If the safety work boots are not required to be worn frequently (e.g.,
twice weekly) the Department Head may authorize provision of safety
work boots on a less frequent basis.

5. The department is able to absorb any increased costs within its existing
budget.

6. Employees are only entitled to receive one form of safety work boot
 provision (i.e., stipend, boot mobile, voucher or reimbursement per
fiscal year or as otherwise described above).

C. Each department has the option to implement specific safety work boot
policies for employees in the designated and/or approved classification who
are required to wear compliant protective footwear.

G. The parties agree to establish a working group to identify additional
classifications or to develop a policy for identifying classifications and/or
positions qualifying for safety boot reimbursement.

H. During the first year of this contract, a Department Head in conjunction with
Risk Management may authorize provision of safety work boots through a
boot-mobile, voucher, or a reimbursement of a maximum of $150 per fiscal
year for additional positions/employees that as a result of their duties are
required to wear safety compliant work boots on a regular basis.

Section 6. Educational and Professional Reimbursement

A. Effective the first full day of the first full pay period following adoption of the
MOU, eligible employees may receive educational and professional
reimbursement at a maximum of $10,000 per fiscal year. Terms and
conditions for this reimbursement are set forth in the Personnel and Salary
Resolution (PSR).
ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.

B. A written reprimand or substandard performance evaluation (i.e., a rating of “does not meet performance objectives”) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:

1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated agency/department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;

2. be informed of the employee's right to representation in the response;

3. be informed of the employee's right to appeal should the proposed suspension become final.

B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

Section 3. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

A. In suspending an employee in a non-emergency situation or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:

1. a description of the proposed action and its effective date(s);
2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;

3. copies of material on which the proposed action is based;

4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;

5. a statement of the employee's right to representation;

6. a statement of the employee's right to appeal should such proposed action become final.

B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated agency or department representative with the authority to make an effective recommendation on the proposed disciplinary action.

C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.

D. An employee may represent himself or herself or may be represented by OCEA in a hearing pursuant to this Article.

E. An employee shall receive written notice either sustaining, modifying or canceling a proposed discharge on or prior to the effective date of such action.

F. An employee shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2, above.

G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.

H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.

B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 5. Reduction

A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.

B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief of Employee Relations except for discharges imposed by the County Executive Officer.

B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

C. In accordance with the provisions of Article X, a discharge may be appealed directly to arbitration.

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.
Section 8. **Investigatory Meetings**

A. An employee required to attend an investigatory meeting shall receive advance notice of such meeting. Such notice shall include:

1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline, and

2. A statement of the employee's right to representation.

B. All investigatory meetings shall be scheduled to allow an employee a reasonable opportunity to obtain representation. Whenever practicable, such notice shall be given at least three (3) working days prior to the meeting.

C. An employee may represent himself or herself or may be represented by OCEA in an investigatory meeting. An employee is not entitled to be represented by privately retained counsel at the meeting, provided, however, an employee eligible for Legal Defense Fund coverage (LDF) under PORAC or any other OCEA-approved LDF provider shall be entitled to be represented by privately retained counsel obtained through that coverage during the investigatory process including, but not limited to, the investigatory meeting.
ARTICLE X  GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1.  Scope of Grievances

A.  A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.

B. Specifically excluded from the scope of grievances are:

1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances or minute orders, which do not incorporate the provisions of this Memorandum of Understanding;

2. matters which have other means of appeal;

3. position classification;

4. performance evaluations with a rating of “meets” or “exceeds” performance objectives.

Section 2.  Basic Rules

A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.

B. If a County representative does not render a decision to the employee within the time limits, the employee may within 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 OCEA, any step of the procedure may be waived.

D. The Chief of Employee Relations may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation. OCEA may appeal this decision to the Board of Supervisors.

E. A grievance alleging discrimination shall first be referred to the County Equal Employment Opportunity (EEO) Office for intake, review, and if applicable, investigation. The grievant/appellant and, if applicable, the OCEA representative shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination may be held in abeyance by mutual agreement until the EEO Office has completed its intake, review, and if applicable, investigation. Once the EEO Office has
completed the intake, review, and if applicable, investigation, the

grievant/appellant and, if applicable, the OCEA representative shall be

notified in writing and the time limits for processing the grievance shall

resume, unless timelines are extended by mutual agreement.

F. Upon written consent of the parties (i.e., the representatives of the County

and the employee or his or her representative), the time limits at any step in

the procedure may be extended.

G. Every reasonable effort shall be made by the employee and the

County to resolve a grievance/appeal at the lowest possible step in the

grievance/appeal procedure.

H. No claim shall be granted for retroactive adjustment of any grievance

prior to sixty (60) calendar days from the date of filing the written grievance.

I. In order to encourage frank discussion and compromise in

attempting to resolve grievances and other labor disputes, the County and

OCEA agree that the files of the respective parties concerning such matters

shall be confidential, except that this shall not restrict any access that either

party might otherwise have to the other’s files.

Section 3. Submission of Grievances

A. Any employee or group of employees shall have the right to present a

grievance. No employee or group of employees shall be hindered from or

disciplined for exercising this right.

B. If any two (2) or more employees have essentially the same grievance they

may, and if requested by the County must, collectively present and pursue

their grievance if they report to the same immediate supervisor.

C. If the grievant is a group of more than three (3) employees, the group shall,

at the request of the County, appoint one (1) or two (2) employees to speak

for the collective group. To be considered a grievant in a group grievance,

each employee must be individually identified as a grievant when the

grievance is submitted at Step 2.

Section 4. Employee Representation

A. An employee may represent himself or herself or may be represented by

OCEA in the formal grievance/appeal procedure. An employee is not entitled

to be represented by privately retained counsel during the grievance process

or arbitration hearing. Provided, however, an employee eligible for Legal

Defense Fund coverage (LDF) under PORAC or any other OCEA-approved

LDF provider shall be entitled to be represented by privately retained counsel

obtained through that coverage during the grievance process and/or

arbitration hearing.
B. Authorized grievance/appeal representatives shall be regular employees in the same agency or department as the grievant/appellant who are members of and are designated by OCEA to represent employees for purposes of the grievance/appeal procedure. OCEA shall notify agency heads of the names and titles of such representatives and send a copy of such notice to the Chief of Employee Relations quarterly.

C. If an employee chooses not to be represented by OCEA, OCEA may have staff representatives present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present OCEA's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and OCEA.

Section 5. Time Off for Processing Grievances/Appeals

A. Reasonable time off without loss of pay shall be given to:

1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;

2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.

B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work if his or her supervisor determines that such interruption or absence will unduly interfere with the work of the unit in which the grievant/appellant
or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:

   a. the representative checks in and checks out with the supervisor of the unit; and

   b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his or her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards settlement.

Section 7. Grievance/Appeal Steps

The grievance/appeal procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head, or their designee, within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the agency/department head, or his or her designee(s), shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief of Employee Relations

If the grievance/appeal is not settled under Step 1 and it concerns:

   a. an interpretation or an application of this Memorandum of Understanding;
b. a performance evaluation rating of “does not meet performance objectives”;

c. deferral or denial of a merit increase, or a dispute about the number of steps granted;

d. a written reprimand; or

e. a release from new hire probationary release alleging discrimination pursuant to Article III, Section 1.C.3; or

d. a release from promotional probation alleging discrimination pursuant to Article III, Section 1.C.3.

Items a., b., c., or d., above, it may be appealed in writing to the Chief of Employee Relations within seven (7) calendar days after receipt of the written decision from Step 1. Items e. or f., above, or an appeal of suspension and/or a reduction ordered by an 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 notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Chief of Employee Relations or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief of Employee Relations in Bb., Cc. and Dd., above, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring.

2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or
separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure
   a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief of Employee Relations within seven (7) calendar days from the date the decision was rendered.
   b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Chief of Employee Relations within ten (10) calendar days from the date the action becomes final.
   c. All disciplinary appeals shall be signed by an employee or by a representative of OCEA and shall be submitted in writing.
   d. The issues in all disciplinary appeals shall be: Was (employee's name)suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 8. of the MOU?
   e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief of Employee Relations, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies
   a. Findings of Facts
      An arbitrator's decision shall set forth the findings as to each of the charges and the reasons therefore. The arbitrator may sustain, modify or rescind an appealed disciplinary action as follows and subject to the following restrictions:
   b. Remedies - All Disciplinary Actions (Other than Discharge)
      1. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he or she shall sustain the action.
      2. Suspensions/Reductions
      If the action is modified or rescinded, the employee shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.

2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.

3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 8.A., above.

   a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and OCEA?

   b. If so, what shall the remedy be under the provisions of Article X, Section 8.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and OCEA?

2. Findings of Facts and Remedies

   a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

   b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.

   c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the
arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

1. The probationary release may be sustained.

2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, the cost of an arbitrator all costs of arbitration 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 arbitrable issues, the proper division of costs shall be determined by the arbitrator.

2. Grievance/Appeal hearings by an arbitrator shall be private.

3. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source and each party shall alternate strike one (1) name from the list until only one (1) name remains.

5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date,
the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable.

7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:

a. Oral evidence shall be taken only on oath or affirmation.

b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions and irrelevant and unduly repetitious evidence shall be excluded.

9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
10. The parties agree to forego the use of briefs whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release or suspension.

11. The decision of the arbitrator shall be final and binding on all parties.

12. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief of Employee Relations within seven (7) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend to normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within seven (7) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 8.A. or B., above.
ARTICLE XI   LAYOFF PROCEDURE

Section 1.   General Provisions

A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.

B. This procedure shall not apply to employees who have special or unique knowledges or skills which are of special value in the operation of the County business.

C. When two (2) or more agencies/departments are consolidated or when one (1) or more functions of one (1) agency/department are 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 makes such an offer in writing to the employee.

Section 2.   Order of Layoff

A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/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 an agency/department except that:

1. Where a class has a dual or multiple concept, the Chief of Employee Relations may authorize a layoff by specialty within the class.

2. Where appropriate, the Chief of Employee Relations may authorize a layoff by division or smaller unit of an agency/department.
C. Within a class, employees shall be subject to layoff in the following order:

<table>
<thead>
<tr>
<th>Employment Status</th>
<th>Layoff Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>First - Temporary Promotion</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Second - New Probationary</td>
<td>Determined by Agency/Department</td>
</tr>
<tr>
<td>Third - Regular/Promotional Probationary</td>
<td>Layoff Points</td>
</tr>
</tbody>
</table>

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 agency/department shall determine the order of layoff for these employees.

D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his or her former class and shall be subject to layoff in accordance with this procedure.

E. OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

The equivalent of each year of full-time continuous service with the County shall earn two hundred sixty (260) seniority points.

The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

Demerit Points:

For a rating of “does not meet performance objectives” on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.
Layoff Points:

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

Section 4. Notification of Employees

A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.

B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.

C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5 and 6, and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.

B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their agency/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 their agency/department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail to notify their agency/department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

3. Failure by an employee to respond to his or her agency/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 AGENCY/DEPARTMENTAL REINSTATEMENT LISTS pursuant to Section 7.A.3., below.

Section 7. Reemployment Lists

A. The following persons shall be placed on AGENCY/DEPARTMENTAL REINSTATEMENT LISTS as provided in 1., 2. and 3., below, in the order of their respective layoff points with the person having the largest number of layoff points listed first:

1. Persons Laid Off

The names of persons laid off shall be placed on an AGENCY/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 an AGENCY/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 an AGENCY/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 AGENCY/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 AGENCY/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 OCEA and affected employees upon reasonable request.

Section 8. Status on Reemployment

A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:

1. All healthcare leave credited to the employee's account or any unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining annual leave, healthcare leave and vacation, earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.

5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.

2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.

3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.

2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.
ARTICLE XII  ON-THE-JOB INJURY, WORKERS' COMPENSATION SUPPLEMENT PAY

Section 1.  Treatment of Industrial Injuries

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq., or California Labor Code 4850 for employees in the classification of Sheriffs Special Officer III. Upon exhaustion of 4850 Benefits, the following Workers’ Compensation Supplement Pay provision shall apply.

Section 2.  Workers' Compensation Supplement Pay

A.  Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.

B.  Workers’ compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued healthcare leave, compensatory time, annual leave and/or vacation, in that order.

C.  While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any healthcare leave, compensatory time, annual leave or vacation time previously accumulated by the employee. The employee shall not accrue healthcare leave, annual leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

D.  When an injury is determined to be job related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all healthcare leave, compensatory time, annual leave and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

E.  The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered
County service for merit increase eligibility and completion of the probation period.

F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use healthcare leave, compensatory time, annual leave and/or vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.

G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of healthcare leave, vacation and annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, healthcare leave, compensatory time, annual leave and/or vacation may be used, at the employee’s option, in that order.
ARTICLE XIII     SAFETY

Section 1.  General Provisions

Recognizing that a safe work environment is of substantial benefit to both the County and employees, the County and OCEA agree to the following safety program:

A. No employee shall be required to work under conditions dangerous to the employee's health or safety.

B. The County shall make every reasonable effort to provide and maintain a safe place of employment. OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.

C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.

D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.

E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.

F. Wherever practicable, the County shall provide the necessary first aid kits in each location.

G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2.  Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Industrial Safety and Health for the purpose of determining compliance with the California OSHA requirements, an OCEA designated employee shall be allowed to accompany the inspector while the inspector is in the employee's agency/department. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

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Section 3. **Abatement of Violations**

In any instance in which the County is cited for a violation of CAL/OSHA, the County shall abate the cited hazard to health or safety within the abatement period required.

Section 4. **Safety Representatives**

A. Safety Representatives may be selected by OCEA to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.

B. The number of Safety Representatives at each facility shall be determined as follows:

1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.

2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.

C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:

   1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.

   2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.

   3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

      a. the Safety Representative checks in and checks out with the supervisor of the unit; and

      b. he or she does not unduly interfere with the work of the unit.
Section 5. Resolution of Safety or Health Complaints

If a safety or health complaint is not satisfactorily resolved, the Safety Representative may request to meet with the County Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed at Step 2 of the grievance procedure.
ARTICLE XIV  UNIFORMS AND SPECIAL EQUIPMENT

Section 1.  Uniforms

A.  The County will provide uniforms for regular employees in the following assignments:

1.  Resources and Development Management Department
   - Custodial Services Supervisor
   - Custodian Leadworker
   - Equipment Mechanic Leadworker
   - Maintenance Crew Supervisor I, II
   - Maintenance Crew Lead I, II
   - Sr. Agricultural Standards Inspector
   - Supervising Custodian I and II
   - Supervising Fleet Technician
   - Weed Abatement Supervisor

2.  Sheriff - Coroner Department
   - Chief Cook
   - Head Cook
   - Office Supervisor (A-D)
   - Senior Communications Technician
   - Senior Correctional Farm Supervisor
   - Senior Head Cook
   - Senior Information Technologist
   - Senior IT Network Engineer
   - Senior IT Security Administrator
   - Senior Sheriff’s Community Services Officer
   - Sheriff’s Correctional Services Assistant Trainee
   - Sheriff’s Special Officer III
   - Storekeeper I, II
   - Supervising Communications Technician
   - Supervising Forensic Specialist
   - Supervising Radio Dispatcher

B.  The County will continue the current system of providing and/or laundering uniforms for all other groups of employees in the Unit who are currently provided uniforms.

C.  The parties will establish a working group to review the issue of required uniforms for certain employees in the Orange County Public Works Department (OCPW). The working group will commence its work within 45 days of the adoption of the MOU with a goal of concluding the review within 90 days thereafter.
Section 2. **Special Equipment**

The County will provide employees in the class of Sheriff Special Officer III with firearms, batons, handcuffs and leather goods whenever these items are required by the County.
ARTICLE XV  OCEA AND EMPLOYEE RIGHTS

Section 1.  Employee Rights

The County shall not hinder or discipline an employee for exercising any rights or benefits provided in the Memorandum of Understanding.

Section 2.  Payroll Deduction

A. Membership dues of OCEA members in this Representation Unit and insurance premiums for such OCEA sponsored insurance programs as may be approved by the Board of Supervisors, shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to OCEA.

B. OCEA shall notify the County, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3.  Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide OCEA with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide OCEA with any other information needed pursuant to Article XIX, Section 3. OCEA agrees to pay all costs necessary to providing such lists.

Section 4.  Use of Bulletin Boards

Space shall be made available to OCEA on agency/departmental bulletin boards within the Representation Unit provided such use does not interfere with the needs of the agency/department and material posted is not derogatory to the County, County employees or other employee organizations. Notice shall be dated and signed by the authorized representatives of OCEA responsible for its issuance.

Section 5.  Use of County Facilities

OCEA may, with the approval of the Chief of Employee Relations, hold meetings of their members on County property during nonworking hours provided request is made to the Chief of Employee Relations as to the specific location and dates of the meeting prior to such meeting.
ARTICLE XVI MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.
ARTICLE XVII   NONDISCRIMINATION

Section 1.

The County and the Orange County Employees Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination as required by state and federal law.

Section 2.

OCEA shall not discriminate in membership or representation as required by state and federal law.
ARTICLE XVIII  POSITION CLASSIFICATION

Section 1.  The Establishment of New Classes

The County will provide OCEA an informational copy of the new class specification for any proposed class relevant to this Bargaining Unit. The County agrees to meet and confer with OCEA in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board of Supervisors for adoption.

Section 2.  Reclassification of a Position

A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.

B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.

C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3.  Procedure for Requesting Reclassification of a Position

Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her agency/department head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.

Step 2: Appropriate agency/department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to the Human Resources Department with a recommendation that a classification study be conducted.

a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to OCEA for consideration.
b. If the Human Resources Department studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to OCEA.

Step 3: After receiving an employee request for study, OCEA may request in writing that the Human Resources Department conduct a classification study of the position or refer the matter to a consultant, as provided in Step 4. Such requests are to be timely.

Step 4: The Human Resources Department shall determine when the position was last studied and whether there has been a change of duties or change in classification structure which justifies restudy.

a. If the study is justified, and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after the Human Resources Department receives the completed Position Description Form, the Human Resources Department shall notify OCEA of the appropriate classification of the position.

b. If the study is justified and the request is made under Step 2.B., the Human Resources Department shall complete the study in thirty (30) days and communicate the results to OCEA. If the study is not completed within thirty (30) days, upon request of OCEA the matter shall be referred to a consultant under the provisions of Section 5. of this Article.

c. If the study is not justified, the County shall notify OCEA within fifteen (15) days. OCEA may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

A. The County shall not be required to initiate a study if the total number of positions currently requested by OCEA for reclassification studies plus the new request exceeds twenty-five (25) positions.

B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which have been referred to or are pending referral to a consultant.

C. In the event of a major layoff of County employees, all time limits in Section 3. of this Article shall be extended forty-five (45) days.
Section 5. Review of Disputed Position Classification Decisions

A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article, or OCEA does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.

B. The consultant’s review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.

C. The consultant shall have access to the organizational and classification files of the Human Resources Department and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.

D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.

E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and OCEA members. The cost of the consultant shall be shared equally by the County and OCEA.
ARTICLE XIX  

INSURANCE

Section 1.  Health Plans and Premium Contributions

A.  Full-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all full-time regular, limited term, and probationary employees and their eligible dependents.

2.  The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a.  Employee Only Coverage - eighty-five (85) percent of the employee’s premium or ninety (90) percent of the employee’s premium if the employee completes the Wellness Incentive program;

   b.  Employee and Dependent Coverage - seventy (70) percent of the total health plan premium, for each employee and such employee's eligible dependents or seventy-five (75) percent of the employee’s premium if the employee completes the Wellness Incentive program.

   c.  Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3.  Employees who elect the Sharewell Choice PPO plan will not only have their insurance premium fully paid by the County but will also receive a payroll credit per plan guidelines. In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4.  The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

B.  Part-Time Employees

1.  Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours.
2. The County will pay the following percentage of the premium for employees electing any health insurance plan other than the Sharewell Choice PPO plan:

   a. Employee Only Coverage – forty-five (45) percent of the employee’s premium or fifty (50) percent of the employee's premium if the employee completes the Wellness Incentive program;

   b. Employee and Dependent Coverage – thirty-two and one-half (32.5) percent of the total health plan premium for each employee and such employee’s eligible dependents or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee’s eligible dependents if the employee completes the Wellness Incentive program.

   c. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.

3. The County will pay the following percentage of the premium for employees electing the Sharewell Choice PPO plan:

   a. Employee Only Coverage – one hundred (100) percent of the premium;

   b. Employee and Dependent Coverage – per subsection B.2.b above

   In addition, those employees who elect the Sharewell Choice PPO plan are not required to participate in the Wellness Incentive program.

4. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

5. The health plans and their premiums are adopted by, and may be modified by, the Board of Supervisors. Plan descriptions are contained in the plan documents available through HRS/Employee Benefits.

C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, for each EME subscriber who does not complete the Wellness Incentive program, the County will pay ninety-five (95) percent of employee and dependent coverage. For each EME subscriber who does complete the Wellness Incentive program, the County will pay the full cost of
employee and dependent coverage for each EME. EME dependents are not required to participate in the Wellness Incentive program. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may be covered as a dependent on their employee spouse’s health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to pay health insurance premiums as provided in A and B, above, to the extent required by applicable law.

F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.

I.G. Effective January 1, 2008 through December 31, 2023, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.

J.H. Effective January 1, 2024, County health insurance plans will be restructured to include both active County employees and eligible County retirees, with the requirement that the retiree health insurance premiums for non-Medicare retirees exceed the active employee health insurance premiums by 20 percent. Active employee premiums (contributions/payroll deductions) shall not increase beyond the actuarially determined increases related to active employee claims experience.

Section 2. Health Plan Enrollment

A. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Wellwise Choice PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan or failing to properly opt-out of enrolling in a County health plan, as described in Section 1, will be enrolled in the Sharewell Choice PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting
period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.

B. Employees may opt out of participation in the County’s health insurance programs at any Open Enrollment or within 30 days of qualifying life event beginning with Plan Year 2021 provided they sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements.

C. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

D. The County shall provide for an open enrollment period once each calendar year for employees, employees’ eligible dependents, and retirees, to change their enrollment in a County health plan. Employees who wish to opt out of a County Health Plan will be required to sign a waiver of the offer of health coverage that complies with the Affordable Care Act (“ACA”) and/or any other relevant Federal or California State requirements and upon request provide the County proof they will maintain continuous health insurance coverage that complies with the ACA and any other relevant Federal or California State requirements of coverage at each Open Enrollment.

E. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a retiree health plan. Employees who have opted out of a County health plan as described in Section 1 will be given an opportunity to elect and enroll in a retiree health plan in a manner consistent with Article XIX, Section 5.A.3.c of this MOU.

Section 3. Other Insurance Coverage

A. OCEA shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing dental, vision, disability and other benefits for employees in regular or limited term positions in the Representation Unit.

B. The County shall, on a biweekly basis, forward thirty cents ($0.30) per hour for all regular hours paid for all employees in this Representation Unit for deposit in said trust fund; the County shall forward at least monthly an amount equal to thirty cents ($0.30) for each regularly scheduled hour in each full pay
period of unpaid leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law.

C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by OCEA to all employees in the Representation Unit on an equal basis regardless of membership status.

D. OCEA shall indemnify and hold the County harmless from any claims or legal actions brought under this Section. Notwithstanding the above, the County shall indemnify and hold OCEA, the trust fund, its trustees, attorneys, agents, advisors and representatives harmless from any claims or legal action as a result of the submission of any annual report required hereunder to be provided to the County by the trust fund or its trustees.

E. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund’s compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500

2. The annual report shall include the following information:
   a. the actual cost of benefits provided by the trust fund;
   b. member contributions to the cost of benefits provided by the trust fund;
   c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
   d. a summary of other trust fund expenditures; and
   e. the beginning and ending cash balances of the trust fund.

3. The annual report shall be provided to the County within thirty (30) days of either the County’s written request or the report’s completion, whichever shall last occur.

4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.
Section 4. **Premium Only Plan**

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of 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 5. **Retiree Medical Plan**

A. **Retiree Medical Grant**

Effective the pay period beginning on June 16, 2023, the Retiree Medical Grant benefits shall be frozen. Employees shall not accumulate additional service hours or credit toward eligibility for the Retiree Medical Grant as of June 16, 2023. Cost of living adjustments (COLAs) and age adjustments, other than the 50% grant reduction at age 65 for retirees eligible for Medicare, shall cease for employees retiring effective on or after June 16, 2023.

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the Plan") for employees who have retired from County service and who meet certain eligibility requirements of the Plan. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.

2. As set forth pursuant to the September 2006 reopener between the parties, the County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.

3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered retiree health insurance plan and/or Medicare premiums as provided below.
a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such changes, 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. The adjustments to the Grant (COLAs) based on changes to health plan premiums as referenced in this section will cease to apply for eligible retirees who retire effective on or after June 16, 2023.

b. The Grant will be adjusted as follows:

1. The Grant will be reduced by seven and one-half percent (7-1/2%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.

2. The Grant will be increased by seven and one-half percent (7-1/2%) per year for each year of age the employee is greater than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date. This provision will cease to apply for eligible retirees retiring effective on or after June 16, 2023.


4. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a

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retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

c. All current employees who retire and become eligible for a Grant shall be provided a one time opportunity of thirty (30) days to enroll in a County offered retiree health plan or elect to temporarily opt out of retiree health from the date they retire. Should a retiree fail to make an election to temporarily opt out or to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered retiree health plan.

B. Retiree Medical Plan Lump Sum; Termination; Phase Out

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with C.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regular paid hours immediately preceding June 23, 2006.

3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after June 16, 2023 are not eligible for the Grant.

Employees who were employed by the County on or before June 15, 2023 with 10 or more years of credited service as defined under the
Retiree Medical Plan Document shall be eligible for the Grant. Employees who were employed by the County as of June 16, 2023 with one or more full years of credited service, as defined under the Retiree Medical Plan Document, shall have been given the option to elect keep their Grant, if otherwise eligible under the Retiree Medical Plan Document, or have the County make a contribution to the County Health Reimbursement Arrangement (HRA) based on their full credited years of service. The County contribution to the HRA will be made as soon as administratively feasible on or after June 16, 2023. If an employee has retired before June 16, 2023, the employee may only receive the Grant, if otherwise eligible under the Retiree Medical Plan Document, and will not be eligible to elect to receive the County HRA contribution.

The County contribution to the HRA will be eight hundred and fifty five dollars ($855) for each full year of credited service, as defined under the Retiree Medical Plan Document. There will be no County contribution for partial credited years of service.

Any employee who elects the Grant shall have the value of their Grant calculated based upon the credited years of service, as defined under the Retiree Medical Plan Document, up to a maximum of 25 years. Any employee whose years of credited service is greater than 25 shall receive eight hundred and fifty five dollars ($855) per each full year of eligible service beyond the 25-year cap contributed by the County to the HRA.

a. A retiree who receives a service-connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of County service, whichever is greater.

b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS effective before June 16, 2023 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.

c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive the Grant until a determination of disability status is made by the Orange County Board of Retirement.
d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Orange County Board of Retirement grants a disability retirement.

2. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

3. Deferred Retirement

a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.

b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

D. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993, shall be counted toward credited service only if the employee has been continuously employed by the County from August 1, 1993 until his or her retirement.

E. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant and who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Grant authorized for the retiree.

2. A surviving eligible retiree who qualifies for a monthly retirement allowance who was married to a retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her
own Grant, whichever is greater. Such retiree shall not be eligible for both Grants.

F. **Opt-Out of Retiree Medical Grant and Transition to a Health Reimbursement Arrangement (HRA)**

Effective June 16, 2023, employees who choose to opt out of the Retiree Medical Grant shall receive a value for their grant of $855.00 for each full year of qualified service contributed to the employee’s HRA. The opt-out value will not be limited to a 25-year cap.

G. **Transition from County Retiree Medical Grant to a Health Reimbursement Arrangement**

1. Effective on June 16, 2023, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the HRA Advisory Committee, shall administer the program subject to the requirements set forth in the County Health Reimbursement Arrangement Plan Document.

2. The County will contribute to each employee’s HRA effective the pay period beginning on June 16, 2023, $60.00 per pay period for each full-time employee and $30.00 for each part-time employee (scheduled to work at least 40 hours per pay period) and the County contribution will be increased by 2.5% annually each first full pay period beginning July 2024.

Section 6. **Reopener**

**Reopener as a Result of the ACA**

The County may reopen negotiations on this Article¹ and other provisions of the MOU (eg., Flexible Spending Accounts in Article XXV), for purposes of addressing issues related to the changes to the Affordable Care Act (ACA), or other Federal legislation/regulation which impacts the County’s ability to provide Benefits under this MOU.

Section 7. **Physical Examination**

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¹ Section 3 of this Article will not be reopened unless (and only to the extent that) its provisions are impacted by the ACA.
The County will provide voluntary annual physical examinations by a County-designated physician at no cost to the employee.

Section 8. **Accidental Death and Dismemberment Insurance**

The County shall provide a one hundred thousand dollar ($100,000) Accidental Death and Dismemberment policy for death or dismemberment for employees in the classification of Sheriffs Special Officer III. Such insurance will be subject to the limitations of liability contained in those insurance policies.
ARTICLE XX  DEFINED CONTRIBUTION

Section 1. An employee in a regular position may, at the employee’s request, participate in the County’s Section 457(b) Defined Contribution Plan.

Section 2. The parties agree to establish a working group to explore: (1) the possibility of expanding investment options in the County’s Defined Contribution plans to include unitization of the OCERS fund; and (2) the retiree medical plan.

Section 3. This Section shall only apply to OCEA represented employees covered under this MOU, newly hired on or after February 26, 2021, and who are covered by the “1.62% at 65” retirement benefit formula (whether by election, deemed to have elected or are hired after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA).

a. Employees shall be given an opportunity during the first 90 days after their date of hire to affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan.

b. If an employee does not affirmatively opt out of enrollment in the 1.62 Section 457(b) Plan within 90 days of their date of hire, the County will automatically enroll the employee in the 1.62 Section 457(b) Plan and make an automatic deduction of two percent (2%) of the employee’s base salary which shall be contributed to the 1.62 Section 457(b) Plan. Such contributions will begin with the first full pay period after the first 90 days of the employee’s date of hire.

c. If the employee does not make an investment selection before the County has automatically enrolled the employee in the 1.62 Section 457(b) Plan, the investment selection will be the selection recommended by the Defined Contribution Advisory Committee and approved by the 1.62 Section 457(b) Plan Trustee. Employees may change their investment selection as permitted under the 1.62 Section 457(b) Plan.

d. The County will make a biweekly contribution to the County 1.62 Retirement, Section 401(a) Defined Contribution Plan as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B. Such contributions shall vest as described in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, B.

e. Employee and County contributions to the Defined Contribution plans shall be subject to contribution limits imposed by the Internal Revenue Service as stated in ARTICLE XXI, RETIREMENT, Section 3. Defined Contribution Retirement Plan, C. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

f. Employees shall be permitted to stop contributions to the 1.62 Section 457(b) Plan by giving proper notice to the County as required under the 1.62 Section 457(b) Plan.
ARTICLE XXI    RETIREMENT

Section 1.    Retirement Benefit Levels

A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered “Legacy Members” of OCERS within the Meaning of the Public Employees’ Pension Reform Act of 2013 (“PEPRA).

1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the “2.7% at 55” benefit formula.

   a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.

   b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee’s highest three (3) years of compensation per Government Code section 31462.

2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.

   a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the “2.7% at 55” benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the “1.62% at 65” benefit formula) for future County service.

   b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the “2.7% at 55” benefit formula and shall make the employee retirement contributions established for that benefit formula.
c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 3 below.

d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 2.B and C of this Article.

3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.

a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.

b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 2.B and C below.

c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.

d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 3 below.

e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.
f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 2.B and C below.

B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.

1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 2.B and C below.

2. “New Members” are eligible to participate in the “DC Plan” described in Section 3 below.

Section 2. Retirement Contributions

A. Members’ normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.

B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.

C. Employee Retirement Contributions pursuant to Offset the Increased Cost of the “2.7% at 55” benefit formula:

1. The implementation of the “2.7% at 55” retirement benefit formula shall be without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full
reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the “Reverse Pickup” and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

a. The portion of the additional employee contribution that is attributable to past service liability shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, for the purpose of amortizing, over a 20 year period, the cost of the enhanced retirement benefit.

b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the benefit shall also continue beyond the expiration date of this MOU but unlike the past service liability, does not expire at the end of the 20 year period set forth above.

3. Reduction in Reverse Pickup

a. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, the annual reverse pickup contribution rate for employees in the PEPRA and 1.62% at 65 Classic benefit formulas will be frozen at the fiscal year 2019-2020 rate. The reverse pickup contribution rate for employees in the 2.7% at 55 benefit formula shall continue to be calculated pursuant to Section 2 of this Article.

b. Effective the first day of the first full pay period following Board of Supervisors adoption of this MOU, reduce Reverse Pickup by an ongoing 1.2%.

c. Effective July 3, 2020, reduce Reverse Pickup by an additional 1.2%, for a total fixed ongoing 2.4% reduction of the employee’s paid reverse pickup.

d. Effective July 2, 2021, reduce Reverse Pickup by an additional
1.2% for a total fixed ongoing 3.6% reduction of the employee's paid reverse pickup.

e. By July 2, 2021, the entire Reverse Pickup for employees in the PEPRA and 1.62% at 65 Classic benefit formulas shall be eliminated.

Section 3. Defined Contribution Retirement Plan

A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRA). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 3.B. below.

B. The County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee’s base salary (the “match”). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be equal to 2080 paid hours of service, exclusive of overtime.

C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.

Section 4. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.
ARTICLE XXII  SEPARABILITY

In the event that any provisions of this Memorandum are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum, it being the express understanding of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
ARTICLE XXIII RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Orange County Employees Association is the Exclusively Recognized Employee Organization for the Supervisory Management Unit for classes in effect on \textit{June 21, 2019 June 30, 2023}. Said classes are listed in Appendix A.
ARTICLE XXIV  FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1.  Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s dependent care reimbursement account to pay for dependent care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.

Section 2.  Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow eligible employees the opportunity to allocate a specified amount of biweekly pre-tax salary into the employee’s health care reimbursement account to pay for health care expenses as permitted by state and federal law, regulations and guidelines, and as permitted by the County’s Section 125 Plan Document.
ARTICLE XXV PERFORMANCE INCENTIVE PROGRAM (PIP)

Section 1.

Effective, June 1, 2015, employees who are granted PIP awards will receive non-cashable time off of twenty (20) hours. This time off will not be subject to the requirement that PIP time be taken off within one (1) year.

All other performance management components of PIP remain in effect.
ARTICLE XXVI  LABOR MANAGEMENT COMMITTEES

Section 1.  Introduction

A. The County and OCEA desire to mutually encourage a cooperative, collaborative partnership approach to addressing and resolving workplace issues. The County and OCEA further desire to provide an opportunity for labor and management representatives to promote and maintain harmonious labor/management relations through the establishment of agency/department Labor Management Committees. This section is not intended to change or replace mutually agreeable existing arrangements, including labor-management forums, except by mutual agreement.

B. The Labor Management Committee (LMC) process is intended for agency and department management and labor representatives to collaborate in a regularly scheduled (at least monthly) forum to develop solutions to workplace issues that are deemed appropriate for discussion. The County and OCEA recognize that this process will provide an important opportunity to achieve mutually acceptable solutions to workplace issues.

C. It is the intent of the process that each party should raise issues prior to making decisions or adopting courses of action that may affect the other party.

D. An issue may be considered by the LMC members unless the issue:

1. Concerns only an individual employee, such as that employee’s performance evaluation, PIP award, discipline or an individual problem with another employee;

2. Has County-wide impact; or

3. Involves the classification of one or more employees.

E. LMC members will have the authority to discuss and develop solutions to workplace issues submitted by employees and management and to present those solutions to the LMC Sponsors.

F. The activities of LMCs will be effectively communicated to all employees through monthly newsletters or other mutually agreeable methods.
Section 2. Structure

A. The LMC program shall be jointly administered by four central LMC Program Sponsors, two of whom shall be appointed by the Chief of Employee Relations and two of whom shall be appointed by OCEA. Any issue concerning the implementation or administration of the LMC process may be referred to the LMC Program Sponsors by request of either party.

B. 1. Every agency/department shall have an LMC.

2. The agency/department LMC structure shall consist of management representatives selected by the agency/department and employee representatives selected by OCEA. The LMC Program Sponsors may also select representatives to participate on the LMC.

3. Each agency/department LMC shall have two sponsors who may or may not be members of the LMC: the agency/department head and a representative designated by OCEA. The role of the sponsors is to monitor the direction and progress of the LMC and to provide the support and resources necessary to constructively address and resolve workplace issues.

Section 3. Time off for LMC Activities

A. A reasonable number of employees shall be allowed reasonable time off without loss of pay to serve as employee representatives in the LMC process.

B. In addition to A, above, reasonable time off without loss of pay shall be given to employees and LMC employee representatives as necessary to effectuate the purposes of the LMC process.

Section 4. Process

A. Employees may submit a form entitled Workplace Issue Statement Form describing the workplace issue, the recommended change(s) and the advantage(s) associated with the change. Employees may choose to remain anonymous when submitting their workplace issue; however, anonymity may hinder the ability of the LMC to fully evaluate the issue presented.

B. Employees may submit the Workplace Issue Statement form to any active LMC member or to LMC sponsors.

C. The LMC member shall discuss and develop possible solutions to the submitted workplace issues. An LMC member may contact the employee who submitted the workplace issue to obtain additional information/clarification.
D. Workplace issue solutions will be determined by a consensus of the members present at the LMC meeting and submitted as a recommendation to the LMC sponsors.

E. Within 30 days of receipt of the LMC recommendation, the agency/department LMC sponsors shall respond to the LMC members in writing, indicating their acceptance, suggested modifications or rejection of each proposed solution and/or schedule for implementation. The sponsors shall provide written reasons for a rejection/modification of a solution submitted by the LMC.

F. Any issue which is not resolved by the agency/department LMC shall upon request by either departmental sponsor be submitted to the central LMC Program Sponsors for advisory review.
ARTICLE XXVII   SALARY

1. Effective the first day of the first pay period following adoption of this 2019-2023-2026 MOU, the salary schedule will be increased by 2.504.75%.

2. Effective July 3, 2020 June 28, 2024, the salary schedule will be increased by 2.504.25%.

3. Effective July 2, 2021 June 27, 2025, the salary schedule will be increased by 2.504.00%.

    Effective July 1, 2022, the salary schedule will be increased by 3.5%.
Article XXVIII       DEPENDENT/CHILD CARE AND WORK-LIFE BALANCE

Section 1.——Upon adoption of the 2019-2023 MOU, the County and OCEA agree to establish a working group to discuss issues related to dependent/childcare and work-life balance.
APPENDIX A

Classes included in the Supervisory Management Unit as of June 30, 2023:

0821SM Accounting Office Supervisor I
0822SM Accounting Office Supervisor II
3549SM Airport Maintenance Superintendent
3553SM Airport Maintenance Supervisor
5503SM Airport Operations Supervisor
1793SM Chief Cadastral Technician
1640SM Chief Cook
5915SM Chief of Animal Services Operations
5154SM Chief Veterinarian
4522SM Chief Pharmacist
0549SM Civil Process Supervisor
2552SM Community Relations Coordinator - Library
2755SM Correctional Programs Supervisor I
2754SM Correctional Programs Supervisor II
3182SM Craft Supervisor I/Electrical, Mechanical
3180SM Craft Supervisor I/Structural
3183SM Craft Supervisor II
3028SM Curator
1455SM Custodial Services Supervisor
1446SM Custodian Leadworker
7933SM Database and Security Administrator
0486SM Data Entry Supervisor I
0487SM Data Entry Supervisor II
0489SM Data Entry Supervisor III
4587SM Dental Officer
0650SM Election Section Supervisor
7004SM Eligibility Supervisor
3325SM Equipment Mechanic Leadworker
3192SM Facilities Contract Services Supervisor
0841SM General Ledger Accounting Supervisor
1757SM Geographic Information Systems (GIS) Supervisor
7117SM HCA Program Supervisor I
7118SM HCA Program Supervisor II
7130SM HCA Service Chief I
7131SM HCA Service Chief II
1635SM Head Cook
2154SM Housing Supervisor
7952SM IT Supervisor
3555SM Landfill Maintenance Crew Supervisor
3531SM Landfill Operations Superintendent
3529SM Landfill Operations Supervisor
0585SM Law Office Supervisor
4188SM Lead Public Health Nurse
2403SM Librarian I
2404SM Librarian II
2405SM Librarian III
2406SM Librarian IV
3557SM Maintenance Crew Lead I
3556SM Maintenance Crew Lead II
3346SM Maintenance Supervisor, Harbor
0246SM Managing Appraiser
0603SM Managing Assessment Technician
7870SM Managing Auditor-Appraiser
9031SM Medical Procurement Supervisor I
9033SM Medical Procurement Supervisor II
7112SM Mental Health Service Coordinator
4719SM Nutrition Clinic Supervisor
0528SM Office Manager
0512SM Office Supervisor A
0514SM Office Supervisor B
0521SM Office Supervisor C
0523SM Office Supervisor D
3032SM Park Maintenance Supervisor I
3038SM Park Maintenance Supervisor II
7010SM Program Assistant, SSA
4723SM Public Health Nutritionist I (Supervisory)
3570SM Public Works Maintenance Supervisor
1120SM Publishing Services Supervisor
9115SM Retirement Administrative Services Supervisor
0864SM Retirement Benefits Program Supervisor
0827SM Retirement Benefits Supervisor
7810SM Senior Accountant/Auditor I
0823SM Senior Accounting Office Supervisor I
0824SM Senior Accounting Office Supervisor II
5020SM Senior Agricultural/Standards Inspector
0242SM Senior Appraiser
0601SM Senior Assessment Technician
7864SM Senior Auditor-Appraiser
1819SM Senior Civil Engineer
0554SM Senior Civil Process Supervisor
3382SM Senior Communications Technician
4165SM Senior Comprehensive Care Nurse
7993SM Senior Computer Forensic Examiner
3924SM Senior Coroner Technician
7455SM Senior Correctional Farm Supervisor
7453SM Senior Correctional Services Technician
6517SM Senior Defense Investigator
1860SM Senior Engineering Geologist
1722SM Senior Engineering Technician
1821SM Senior Environmental Resources Specialist
8367SM Senior Epidemiologist
3154SM Senior Equipment Welder
3937SM Senior Forensic Scientist
1638SM Senior Head Cook
2153SM Senior Housing Specialist
7977SM Senior Information Technologist
7991SM Senior IT Applications Developer
7988SM Senior IT Business Analyst
7981SM Senior IT Database Administrator
7963SM Senior IT Network Engineer
7985SM Senior IT Security Administrator
7967SM Senior IT Systems Engineer
3807SM Senior Laboratory Assistant
0586SM Senior Law Office Supervisor
1713SM Senior Land Surveyor
7454SM Senior Legal Property Technician
3589SM Senior Maintenance Inspector
1667SM Senior Materials Testing Technician
0524SM Senior Office Supervisor (A/B)
0526SM Senior Office Supervisor (C/D)
3026SM Senior Parks Animal Keeper
1662SM Senior Permit Technician
2116SM Senior Planner
1843SM Senior Professional Engineer/Architect
1937SM Senior Project Manager
0330SM Senior Real Property Agent
8372SM Senior Research Analyst
6123SM Senior Sheriff's Community Services Officer
7068SM Senior Social Services Supervisor
7093SM Senior Staff Development Specialist
0927SM Senior Storekeeper
1893SM Senior Telecommunications Engineer
3560SM Senior Integrated Pest Management Technician
0496SM Sheriff's Records Supervisor
6114SM Sheriff's Special Officer III
3351SM Sheriff's Supervising Helicopter Mechanic-Inspector
7020SM Social Services Supervisor I
7021SM Social Services Supervisor II
0844SM SSA Accounting Unit Supervisor
0921SM Storekeeper I
0925SM Storekeeper II
5906SM Supervising Animal Care Attendant
5913SM Supervising Animal Control Officer
5918SM Supervising Animal Control Services Representative
4004SM Supervising Biometric Identification Specialist
5328SM Supervising Building Inspector
1790SM Supervising Cadastral Technician
6522SM Supervising Child Support Specialist
0362SM Supervising Collection Officer
3377SM Supervising Communications Coordinator
3386SM Supervising Communications Technician
4169SM Supervising Comprehensive Care Nurse
5362SM Supervising Construction Inspector
1448SM Supervising Custodian I
1450SM Supervising Custodian II
0370SM Supervising Deputy Public Administrator
0374SM Supervising Deputy Public Guardian
1734SM Supervising Engineering Technician III
5119SM Supervising Environmental Health Specialist
0384SM Supervising Estate Administration Specialist
1421SM Supervising Fee Station Attendant
3303SM Supervising Fleet Technician
3959SM Supervising Forensic Specialist
5143SM Supervising Hazardous Materials Specialist
3394SM Supervising Plant Operating Engineer
9111SM Supervising Procurement Contract Specialist
3890SM Supervising Public Health Microbiologist
4189SM Supervising Public Health Nurse
4725SM Supervising Public Health Nutritionist
0696SM Supervising Radio Dispatcher
0518SM Supervising Recordable Documents Examiner
5921SM Supervising Registered Veterinary Technician
4320SM Supervising Therapist, California Children Services
7215SM Supervising Veterans Claims Representative
8389SM Supervising Waste Inspector
3927SM Supervisor, Forensic Operations
0907SM Supplies Assistant, Juvenile Facilities
1718SM Surveyor III
4338SM Therapy Consultant, California Children Services
SIDE LETTER AGREEMENT TO THE 2023-2026 COUNTY MEMORANDA OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE COUNTY EMPLOYEES ASSOCIATION

June 27, 2023

This document serves as a Side Letter Agreement modifying the 2023-2026 Memoranda of Understanding (“MOUs”) between the County of Orange (“County”) and the Orange County Employees Association (“OCEA”) for the Community Services Unit, County General Unit, Healthcare Professional Unit, Office Services Unit, Sheriffs Special Officer Unit, and the Supervisory Management Unit. This Side Letter shall be effective beginning with the first day of the first full pay period after adoption by the County’s Board of Supervisors.

This agreement reestablishes the Insurance Working Group to discuss the redesign of the Wellness Credit program, how employees earn their 5% credit, and reducing the cost of health insurance.

Other bargaining groups and stakeholders (e.g., Teamsters, IUOE, AFSCME, OCMA, OCAA, unrepresented employees) may also be invited to participate in the working group. Each party may have up to five (5) members as representatives serving on the working group.

FOR OCEA:

Charles Barfield
General Manager

Colette Farnes
Chief Human Resources Officer

Don Drozd
General Counsel

Jamie Newton
Director, Employee & Labor Relations

Tia Grasso
Associate General Counsel

Kim Derrick
Director, Employee Benefits

Board of Supervisors Approval Date
# DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE

COUNTY OF ORANGE

AND

ORANGE COUNTY EMPLOYEES ASSOCIATION

ALL BARGAINING UNITS

JUNE 14, 2023

<table>
<thead>
<tr>
<th>Contract Term</th>
<th>June 30, 2023 -- June 25, 2026</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salary</strong></td>
<td></td>
</tr>
<tr>
<td>Effective June 30, 2023, increase salary schedule by 4.75%.</td>
<td></td>
</tr>
<tr>
<td>Effective June 28, 2024, the salary schedules will be increased by 4.25%.</td>
<td></td>
</tr>
<tr>
<td>Effective June 27, 2025, the salary schedules will be increased by 4.00%.</td>
<td></td>
</tr>
<tr>
<td><strong>Premium Pays</strong></td>
<td></td>
</tr>
<tr>
<td>Sheriffs Special Officers assigned to the Quartermaster who possess a Class A or B driver’s license will receive a seventy-five dollar ($75) monthly premium.</td>
<td></td>
</tr>
<tr>
<td>Jail Salary Supplement pay will increase from seventeen cents ($0.17) per hour to seventy-five cents ($0.75) per hour or from seventy-five cents ($0.75) per hour to one dollar and fifty-cents ($1.50), respectively for designated positions.</td>
<td></td>
</tr>
<tr>
<td>Designated healthcare employees assigned to work in the Crisis Stabilization Unit (CSU) or Crisis Assessment Team (CAT) will receive a premium pay of one dollar and fifty-cents ($1.50) for all hours worked.</td>
<td></td>
</tr>
<tr>
<td>Designated Senior Social Workers and Senior Social Services Supervisors assigned to Emergency Response or Foster Care Investigations will receive Emergency Response Assignment Pay of one dollar and fifty-cents ($1.50) for all hours worked.</td>
<td></td>
</tr>
</tbody>
</table>
| Designated Senior Social Workers who provide field instruction to Master of Social...

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<thead>
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<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merit Increases</td>
<td>Removes the provision, “Effective June 1, 2015, a performance rating of “Meets Performance Objectives” shall earn a one (1) step increase.” Therefore, a rating of “Meets Performance Objectives” shall earn a two (2) step increase.</td>
</tr>
<tr>
<td>Supervisory Salary Differential</td>
<td>Effective as soon as practicable following Board adoption, employees assigned to perform supervisory responsibilities shall be paid at least two (2) steps higher than the maximum step of the pay range of their highest paid subordinate staff member, but not to exceed the top step of the pay range for the supervising employee’s classification.</td>
</tr>
<tr>
<td>Boots</td>
<td>The parties agreed to increase the amount for provision of safety work boots for designated employees from $150 to $300 each fiscal year.</td>
</tr>
<tr>
<td>Leave Provisions</td>
<td>The parties agreed to implement the language changes agreed upon through a Working Group to update and streamline leave language in the MOU for legal compliance updates as well as ease of understanding and administration.</td>
</tr>
<tr>
<td>Holidays</td>
<td>Observe Native American Day holiday in lieu of Columbus Day.</td>
</tr>
<tr>
<td>Clean Up Language</td>
<td>Address administrative changes which have occurred during the term of the contract.</td>
</tr>
<tr>
<td>Other Contract Provisions</td>
<td>The parties agree upon other non-economic provisions which are set forth in the proposed MOU including: agreement to extend promotional probation periods for employees</td>
</tr>
</tbody>
</table>

Work interns will receive an additional two dollars ($2.00) per hour for all hours performing training duties.

Designated employees in the classification of Senior Social Worker, Clinical Psychologist II, Behavioral Health Clinician II, Senior Social Services Supervisor or HCA Service Chief I and II, whose license is used to provide clinical supervision will receive an additional two dollars ($2.00) per hour for all hours providing clinical supervision.
on administrative leave with pay; allowing use of healthcare leave for Covid-related reasons; allowing use of bereavement leave up to 12 months after the loss in certain circumstances; allowing donations of up to 24 hours of healthcare leave per fiscal year to employees using the Catastrophic Leave program; establish a working group to discuss recruitment and retention issues with Senior Social Workers; allowing union stewards to use their own accrued leave balances to attend monthly meetings; providing a one-day arbitration for new hire probation releases alleging discrimination; confirming that all costs of arbitration are shared between the County and union.

The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agree to by the parties. This document does not and is not intended to set out the tentative agreements agreed upon in their entirety and does not supersede previously agreed-upon tentative agreements. Final agreement is dependent upon drafting of specific contract language and ratification by OCEA and adoption by the County’s Board of Supervisors.

FOR ORANGE COUNTY EMPLOYEES ASSOCIATION

Charles Barfield
General Manager, OCEA

Date 6/15/23

FOR THE COUNTY OF ORANGE

Date 6/15/2023

Teri Maksoudian
Chief Negotiator, County of Orange
Revision to ASR and/or Attachments

Date: 06/22/2003
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Tom Koutroulis, Director, OC Waste & Recycling
Re: ASR Control #: N/A, Meeting Date 6/27/2023, Item No. # S77K
Subject: Frank R. Bowerman Landfill Third Amendment to the Landfill Gas Rights Agreement

Explanation:
To add the correct title of the agreement to the Recommended Action.

☑ Revised Recommended Action(s)

1. Approve the Frank R. Bowerman Landfill Third Amendment to the Landfill Gas Rights & Production Facilities Agreement and Settlement Agreement with Bowerman Power LFG, LLC.

☐ Make modifications to the:
   ☐ Subject     ☐ Background Information    ☐ Summary   ☐ Financial Impact

☐ Revised Attachments (attach revised attachment(s) and redlined copy(s)))
June 21, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

The County Executive Office is requesting a Supplemental Agenda Staff Report for the June 16, 2023, Board Hearing.

Agency: OC Waste & Recycling
Subject: Frank R. Bowerman Third Amendment to the Landfill Gas Rights Agreement
Districts: 3

Reason Item is Supplemental: Due to the timing of negotiations, expiration of the Tolling Agreement, funding request needs for the Renewable Natural Gas (RNG) plant from the Bowerman Power LFG, LLC CEO and executive leadership has requested that we execute the amendment prior to July 1, 2023, to secure funding approval from their board.

Justification: Bowerman Power LFG, LLC (Bowerman Power) has agreed to implement the Flare Facility Master Plan, and the associated costs, prior to approval of their proposed RNG Facility, and has already invested significantly in Flare Facility upgrades as a showing of good faith prior to execution of the proposed 3rd Amendment. After over two years of negotiations, OC Waste & Recycling sees scheduling this item as a supplemental, and presenting the item for Board of Supervisors consideration, before Bowerman Power’s, upcoming Board of Directors meeting as an opportunity to reciprocate good faith in our negotiations to finalize the amendment. Prompt approval will be critical for Bowerman Power to secure funding approval to start RNG Facility planning, design and construction. Approval of the Amendment to the Agreement will be used in financial reporting for Bowerman Power thus the criticality of the date of execution prior to July 1st for their corporate reporting.

Concur:

Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
County Executive Office
County Counsel
SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE: 6/27/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): 3
SUBMITTING AGENCY/DEPARTMENT: OC Waste & Recycling
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Tom Koutroulis (714) 834-4122
Julian Sabri (714) 834-3703

SUBJECT: Frank R. Bowerman Landfill Third Amendment to the Landfill Gas Rights Agreement

<table>
<thead>
<tr>
<th>CEO CONCUR</th>
<th>COUNTY COUNSEL REVIEW</th>
<th>CLERK OF THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digitally signed by Frank Kim</td>
<td>Approved as to Form</td>
<td>Discussion</td>
</tr>
<tr>
<td>DN: cn=Frank Kim, ou=County of Orange, co=CA,</td>
<td></td>
<td>3 Votes Board Majority</td>
</tr>
<tr>
<td>email=<a href="mailto:frank.kim@ocgov.com">frank.kim@ocgov.com</a>,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c=US, st=CA</td>
<td></td>
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<td>Date: 2023.06.21 15:25:17</td>
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<td></td>
</tr>
<tr>
<td>9709</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEO Signature</td>
<td>County Counsel Signature</td>
<td></td>
</tr>
</tbody>
</table>

Budgeted: N/A  Current Year Cost: N/A  Annual Cost: N/A
Staffing Impact: N/A  # of Positions: N/A  Sole Source: N/A
Current Fiscal Year Revenue: N/A  County Audit in last 3 years: No
Funding Source: Fund 299: 100%


RECOMMENDED ACTION(S)

1. Approve the Frank R. Bowerman Landfill Third Amendment to the Landfill Gas Rights & Production Facilities Agreement with Bowerman Power LFG, LLC.

2. Authorize the OC Waste & Recycling Director to execute the Agreement effective upon Board approval.

SUMMARY:

Approval of the Third Amendment to the Landfill Gas Rights & Production Facilities Agreement with Bowerman Power LFG, LLC will strengthen environmental systems, provide a new and local renewable fuel source and increase future revenue.

BACKGROUND INFORMATION:
OC Waste & Recycling (OCWR) is responsible for managing the County's solid waste disposal system including Central Region Landfills that consist of the active Frank R. Bowerman (FRB) Landfill and five closed solid waste disposal sites. The FRB Landfill was opened in 1990 to meet the solid waste disposal needs of the central portion of Orange County.

Landfill Gas (LFG) is the natural byproduct of waste decomposition at the landfills and a gas disposal facility is required for landfill operations to comply with regulatory requirements. Currently, the LFG at the FRB is disposed of by conversion of LFG into electricity at Bowerman Power LFG, LLC's (Bowerman Power) Renewable Electricity Generation (REG) facility with excess LFG being destroyed in the Flare Facility.

On April 7, 1998, the County of Orange (County) and GSF Energy, LLC (GSF) entered into an Amended and Restated Gas Rights and Facilities Agreement (Original Agreement), wherein the County granted GSF the rights to all LFG and/or constituent products produced and recovered from the Landfill.

On June 8, 2004, the County and GSF entered into Amendment No. 1 of the Original Agreement whereby GSF agreed to construct a fifth Flare Facility, with the costs being shared by the County and GSF.

On November 8, 2011, the Board of Supervisors approved the Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement (Second Amended Agreement) between GSF and the County whereby the County agreed to GSF's request to assign all of its rights to its wholly owned subsidiary Bowerman Power, transfer ownership to the County of the landfill gas collection and control system and authorize the construction of a new 23 megawatt REG facility and extend the term for an additional 20 years upon commercial operation of the new REG facility.

The Second Amended Agreement has a 20-year term with options to renew for two additional ten-year terms with the first term set to expire in 2034. Under the Second Amended Agreement, Bowerman Power was granted the exclusive right to recover and process all LFG produced at FRB and is obligated to extract the maximum value of LFG from the site.

Since the execution of the Second Amended Agreement, production of LFG has increased over time, exceeding the capacity of Bowerman Power's REG facility and requiring increasing amounts of LFG to be destroyed in the Flare Facility. To beneficially use the excess LFG, which is currently being destroyed in the Flare Facility, Bowerman Power is proposing the development of a new Renewable Natural Gas (RNG) facility to supplement the REG facility. After CEQA review and construction of the RNG facility have been completed, it is anticipated that royalties paid to the County will more than double even accounting for the Flare Facility Master Plan cost offsets as discussed below.

In addition to its obligation to beneficially use the LFG under the existing Second Amended Agreement, Bowerman Power is also responsible for ensuring that the landfill remains regulatorily compliant with air quality standards by ensuring that there is adequate Flare Facility capacity to destroy all LFG produced at the landfill. In this regard, as background, a dispute arose between Bowerman Power and the County regarding the extent of each party’s financial responsibility as it pertained to necessary Flare Facility upgrades. This dispute resulted in the Parties entering into a Tolling Agreement on August 18, 2020, to preserve their contractual rights while they negotiated a potential settlement of the dispute. During negotiations, the Tolling Agreement was extended twice and is currently set to expire on August 31, 2023.

Over the course of the last three years, OCWR engineering staff coordinated with Bowerman Power to develop a detailed Preliminary Design Report and Scope of Responsibility for the FRB Flare Facility (Flare Facility Master Plan). The Flare Facility Master Plan consists of over 100 pages of technical drawings and
detailed engineering specifications (Basis of Design) for the Flare Facility which are needed to collect and dispose of projected LFG at FRB through the year 2041 and beyond. In support of OCWR’s primary goal of regulatory compliance, this document clearly sets out County expectations regarding required Flare Facility upgrades through the term of the Agreement and provides a detailed Scope of Responsibility that clearly sets forth each party’s responsibilities and resolves the dispute that led to the Tolling Agreement.

With the assistance of County Counsel, OCWR was able to negotiate the following key benefits to the proposed Third Amendment to the Agreement:

a) Incorporation of the Flare Facility Master Plan into the Agreement upon execution. (Subject to the Minimum Annual Guarantee, the costs associated with this significant investment in the Flare Facility over the course the term of the Agreement will be paid for by using up to 50 percent of the royalty payments annually. In exchange the County receives assurances that its primary goal of ensuring sufficient Flare Facility capacity and the associated regulatory compliance that will result from that investment)

b) Update the royalty payment structure to include a Minimum Annual Guarantee to the County of $1.5 million Consumer Price Index (CPI) adjusted (before Flare Facility expenses);

c) Bowerman Power to initiate pilot program, at its sole cost, to analyze the effectiveness of installation of an Automated Landfill Gas Collection System, and if approved by OCWR, Bowerman Power will install an automated system across the landfill, adding a new effective compliance tool;

d) Authorize Bowerman Power to begin the design and planning for the proposed RNG facility;

e) Require Bowerman Power to complete all CEQA and other permitting requirements and obtain separate OCWR and Orange County Board of Supervisors (Board) discretionary approval in order to initiate construction; if all precedent conditions are met, approval of the project is subject to the Board’s discretionary approval of the project for CEQA purposes;

f) Increasing royalties to the County upon commercial operation of the new RNG facility with County receiving up to 50 percent of Gross Revenue when sale of Covered Products is greater than $15.00 per Metric Million British thermal unit (MMBtu);

g) A 20-year term from the date the RNG facility begins commercial operation with two ten-year Agreement renewal options.

CEQA Compliance: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct or physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it involves an amendment to an existing agreement allowing for clarification of responsibilities, and environmental due diligence, permitting and design for a proposed new RNG facility. This agreement amendment conditions approval of the proposed RNG facility upon the applicant first completing all required CEQA and other permitting requirements and obtaining additional Board approval. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:
N/A

STAFFING IMPACT:
N/A

ATTACHMENT(S):
Attachment A – Redline Second Amended and Restated Gas Rights Agreement – FRB
Attachment B - Final Third Amendment to Bowerman Power LFG, LLC Agreement
SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT

Frank R. Bowerman Landfill

Contract / Folder Number: 547792
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SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT

For Frank R. Bowerman Landfill

THIS SECOND AMENDED & RESTATED LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT, hereinafter referred to as “Agreement,” is made as of November 17, 2011 by and between COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and Bowerman Power LFG, LLC, a Delaware limited liability company, hereinafter referred to as “BOWERMAN POWER” without regard to number and gender.

RECITALS

I. COUNTY and GSF Energy, LLC (“GSF”) entered into an Amended and Restated Gas Rights and Production Facilities Agreement (“Original Agreement”) dated December 8, 1998 granting GSF the rights to all Landfill Gas and/or constituent products produced and recovered from the Landfill and creating an integrated Landfill Gas recovery program at the Landfill that would more efficiently utilize the energy potential of the Landfill Gas and would also include a Landfill Gas Flare Facility required to comply with regulations and to protect public health and safety all as further provided for in the Original Agreement.

II. COUNTY and GSF entered into Amendment No. 1 to Amended and Restated Landfill Gas Rights and Production Facilities Agreement dated June 8, 2004 pursuant to which GSF agreed to construct a fifth (5th) Flare Facility, with the cost thereof being shared by COUNTY and GSF.

III. BOWERMAN POWER, a wholly owned subsidiary of GSF, intends to develop an electric generation project at the Landfill and intends to enter into an Energy Agreement to sell electric energy and certain related products to one or more parties generated by the Conversion System (defined below) located at the Landfill.

IV. GSF requests the COUNTY’S consent to assign all of GSF’s rights and obligations under the Original Agreement, as amended, to BOWERMAN POWER by virtue of having BOWERMAN POWER execute this Second Amended and Restated Landfill Gas Rights and Production Facilities Agreement. The COUNTY agrees herein to provide such consent.

V. COUNTY and BOWERMAN POWER now desire to enter into this Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement in order to give effect to the intentions of the parties set forth herein.
NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1.1 DEFINITIONS

The following words in this Agreement have the significance attached to them in this clause unless otherwise apparent from context:

“Affiliate” shall mean, with respect to any person or entity, any other person or entity: (a) directly or indirectly controlling, controlled by, or under common control with, such person or entity; (b) directly or indirectly owning or holding or receiving any equity interest or other equity benefit in such person or entity in excess of fifty percent (50%); or (c) in which such person or entity directly or indirectly controls any voting stock or other equity interest in excess of fifty percent (50%). For purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” shall mean all federal, state and local statutes, judicial decisions, ordinances, regulations, rules, permits, orders and notices having jurisdiction over the Landfill, the Site, the Conversion System, the creation and sale of Covered Products and Flare Products.

“Assignment Fee” shall have the meaning set forth in Section 1.16(c) of this Agreement.

“Auditor-Controller” shall mean the Auditor-Controller, County of Orange or upon written notice to BOWERMAN POWER, the Auditor-Controller’s designee.

“Bond Documents” shall mean (a) the Lease dated as of November 1, 1997 by and between COUNTY and the County of Orange Public Financing Authority (“Authority”) recorded in the County of Orange, California on November 26, 1997; (b) the Sublease dated as of November 1, 1997 between the Orange Public Financing Authority and COUNTY recorded in the County of Orange, California on November 26, 1997; and (c) the Trust Agreement dated as of November 1, 1997 between the Orange County Public Financing Authority and First Trust of California, National Association, as Trustee.”

“BOWERMAN POWER” shall mean Bowerman Power LFG, LLC, a Delaware limited liability company, a wholly owned subsidiary of GSF, and any respective successor thereto or permitted assign thereof under this Agreement.

“BOWERMAN POWER’s System Maintenance Manual” shall mean a manual of general and technical “how to” procedures (including communication procedures and methods between the parties), materials, specifications, “as-built” plans (COUNTY to supply as-built drawings for systems installed by the COUNTY), and other data set forth for the maintenance, repair,
replacement, and expansion of the Collection System, Condensate System and Flare Facilities and, when applicable, the Collection Instrumentation and Control System at the Landfill prepared by BOWERMAN POWER or its engineering consultants in consultation with COUNTY. None of the material in BOWERMAN POWER’s System Maintenance Manual is Proprietary Information.

“CEQA” shall mean the California Environmental Quality Act, as the same may be amended from time to time. OC Waste & Recycling is the lead agency under CEQA.

“Collection Instrumentation and Control System” shall mean all of BOWERMAN POWER’s equipment (including, without limitation, monitoring equipment, flow measurement elements, valves, pressure sensors, Landfill Gas probes, and Landfill Gas composition measurement instruments), computer hardware and software, and other know-how and technology necessary to collect, process, or flare the Landfill Gas.

“Collection System” shall mean COUNTY’s network of Landfill Gas collection wells, interconnecting pipes, valves, monitoring equipment, and any additional Landfill Gas extraction equipment installed on the Landfill from time to time and used for the purpose of the extraction, collection, processing, and transportation of Landfill Gas on the Landfill, including but not limited to any expansions of that system as described in Exhibit C-3 and Exhibit C-5 attached hereto. The use of “Collection System” under this Agreement is not intended to be consistent with the use of that term under the United States Internal Revenue Code.

“Commercial Operation Date” shall mean the first date on which the Conversion System makes commercial deliveries of electric power pursuant to the Energy Agreement(s).

“Commercial Quantities” shall mean amounts of Landfill Gas deemed by BOWERMAN POWER in its sole judgment, to be sufficient to pay for all costs of the Conversion System, including initial and on-going capital costs and all operations and maintenance expenses associated with the Existing Facilities or Conversion System, plus a reasonable profit.

“Commercially Reasonable” shall mean those practices, methods, acts and standards that (a) are commonly used by a prudent person or entity in the same business as COUNTY or BOWERMAN POWER, as applicable, in a comparable situation and, (b) in the exercise of reasonable judgment, considering the facts known when engaged in, could have been expected to reach the expected result to the extent such result and the efforts required to attain such result are consistent with Applicable Law, safety, reliability, efficiency, expediency and economy. “Commercially Reasonable” shall not be limited to the optimum practices, methods, acts or standards, but rather shall encompass a spectrum of possible practices, methods, acts or standards.

“Condensate” shall mean those certain vapors condensed during any collecting, transporting, and processing of Landfill Gas that form a liquid and will be drawn from the Landfill as part of any Landfill Gas collecting, transporting, and processing operation.

“Condensate System” shall mean the Condensate collection and disposal system and all equipment used in connection with such system as described in Exhibit C-2 attached hereto.
 Portions of the Condensate System are owned by COUNTY, and portions of the Condensate System are owned by BOWERMAN POWER, as described in Exhibit C-2 and Exhibit C-4.

“Conversion System” shall mean all of the equipment needed to convert Landfill Gas into any Covered Product, which equipment is owned by or under contract to BOWERMAN POWER and is located at the Landfill and is not part of the Collection System which is more fully described in Exhibit D attached herein and made a part hereof.

“Cost Index” shall mean the annual adjustment in proportion to changes in the Consumer Price Index for Los Angeles—Riverside—Orange County (All Urban Consumers--All Items) promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be effective on January 1st of each calendar year following the 1st anniversary of the Effective Date. In the event that the Consumer Price Index is not issued or published, or in the event that the Bureau of Labor Statistics of the U.S. Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the U.S. Government shall be used and if none is so published, then another index generally recognized and authoritative shall be substituted by mutual agreement between COUNTY and BOWERMAN POWER.

In the case of Section 1.9(e), Major Maintenance reimbursement, the Cost Index shall be calculated by means of the following formula:

\[
A = \frac{100,000 \times B}{C}
\]

A = Adjusted payment
B = Monthly index. September will be the index used
C = Monthly index for the month in which the Agreement became effective

Notwithstanding the foregoing, in no event shall the Major Maintenance reimbursement be reduced by reason of any such adjustment to less than $100,000.

“COUNTY” shall mean the County of Orange, a political subdivision of the State of California.

“Covered Products” shall mean all of the useful output of the Collection System, the Condensate System and the Conversion System, whenever and however created, including without limitation the Landfill Gas and all electrical energy, capacity, reserves, renewable energy credits, greenhouse gas emission reduction credits and any other environmental or other attribute relating to the generation of “clean” or renewable power or the collection, processing or destruction of Landfill Gas by the Collection System, the Condensate System or the Conversion System, under any voluntary or mandatory market or other association, program or organization, whether governmental, quasi-governmental or non-governmental. Covered Products include, without limitation, credits, allowances, offsets, subsidies or incentives and all certificates, records and other evidences thereof; provided, however that Covered Products shall not include (i) federal, state or local tax credits, depreciation allowances or other incentives that may be claimed by BOWERMAN POWER or its Affiliates on its tax returns, (ii) electric energy consumed by BOWERMAN POWER within the confines of the Site for auxiliary use, (iii) Excess Gas and Energy recovered exclusively from Excess Gas or (iv) any Flare Products. As
between COUNTY and BOWERMAN POWER, the Covered Products shall at all times remain the property of BOWERMAN POWER, and only BOWERMAN POWER shall be able to sell or otherwise convey or transfer any Covered Products.

“Customer” shall mean any entity or other person to which any Covered Products or Flare Products are sold.

“Director of OC WASTE & RECYCLING” shall mean the Director, OC Waste & Recycling of the County of Orange, or upon written notice to BOWERMAN POWER, Director of OC WASTE & RECYCLING designee.

“Early Termination Penalty” shall have the meaning set forth in Section 2.5 of this Agreement.

“Effective Date” shall mean the date on which this Agreement is approved by the Orange County Board of Supervisors.

“Energy” shall mean Landfill Gas, or any energy derived therefrom, including but not limited to electrical or thermal energy, that can be measured in KWH or BTUs.

“Energy Agreement” shall mean any agreement that BOWERMAN POWER enters (or has entered) into with a Customer pursuant to which BOWERMAN POWER receives compensation for Covered Products.

“Equipment Bond” shall have the meaning set forth in Section 2.6(a) of this Agreement.

“Excess Gas” shall mean that quantity of Landfill Gas that is not used or consumed by BOWERMAN POWER in (i) the production of Covered Products by the Conversion System or (ii) the process of recovery and destruction of Landfill Gas. The quantity of Landfill Gas collected by BOWERMAN POWER in excess of the needs of the Conversion System or any planned Conversion System expansion which is destroyed in the Flares, can by mutual agreement of the parties, be declared Excess Gas.

“Existing Facilities” shall mean all facilities, activities and efforts existing on the Effective Date and associated with the collection, utilization, processing or destruction of Landfill Gas. They shall include, but not be limited to, the existing Collection System, Collection Instrumentation and Control System, Flare Facility, and associated equipment.

“Flare” shall mean a flare meeting the then applicable requirements for the destruction of Landfill Gas which is configured and equipped consistently with the flares at the Landfill on the Effective Date or equal as approved by the Director of OC WASTE & RECYCLING.

“Flare Facility” shall mean the Flares and all equipment used in connection with the Flare as described in Exhibit C-1 attached hereto.

“Flare Facility Capital Investment and O&M Expenses” shall mean the aggregate amount of all of the following costs and expenses incurred by BOWERMAN POWER or its Affiliates: (i) all capital expenditures with respect to compliance with the Flare Facility Master Plan, and as otherwise may be required under the Agreement; (ii) all costs and expenses relating to Routine
Flare Facility and Condensate System Operation and Maintenance, Major Maintenance, and any other maintenance and operation obligations with respect to the Flare Facility, the capacity thereof, the Condensate System, or the management of Condensate; and (iii) all additional costs required to comply with Applicable Law as applicable to the Flare Facility and its operational components or the Condensate System.

If, at any time during the term of this Agreement, the COUNTY establishes a system to treat and dispose of Leachate, the cost of such system, treatment and disposal may, at the option of the COUNTY, be included in the Flare Capital Investment and O&M Expenses.

“Flare Facility Master Plan” shall mean document entitled Master Plan for the Frank R. Bowerman Landfill Flare Facility which encompasses a Scope of Responsibility and Preliminary Design Report and his attached to this Agreement as Exhibit H. The Flare Facility Master Plan, in its current form or as may be amended, is intended to clarify the roles and responsibilities of both Parties as they pertain to necessary Flare Facility capital improvements and ongoing maintenance for the remaining term of the Agreement to ensure regulatory compliance. The Flare Facility Master Plan may be periodically amended and updated with written agreement of the Director of OC WASTE & RECYCLING and BOWERMAN POWER.

“Flare Products” shall mean all of the useful output of the Flare Facility as described in Section 1.11(a), whenever and however created, including without limitation all environmental or other attributes produced or processed by or relating to the Flare Facility together with any credits, certificates, offsets, records and other evidences thereof; and any Flare Products created prior to the Effective Date to the extent such Flare Products continue to exist on the Effective Date, and any Flare Products created after the Effective Date; provided, however, that Flare Products shall not include federal, state or local tax credits, depreciation allowances or other incentives that may be claimed by BOWERMAN POWER or its Affiliates on its tax returns. As between COUNTY and BOWERMAN POWER, the Flare Products shall at all times remain the property of BOWERMAN POWER and only BOWERMAN POWER shall be able to sell or otherwise convey or transfer any Flare Products.

“Flare Revenue” shall mean any revenues received from the sale by BOWERMAN POWER or any sublessee or assign or the COUNTY or any assign of Flare Products to a Customer. To the extent that, notwithstanding BOWERMAN POWER’s ownership of all Flare Products, COUNTY receives any Flare Revenue, COUNTY shall hold such Flare Revenue in trust for the benefit of BOWERMAN POWER and shall promptly deliver such Flare Revenue to BOWERMAN POWER in the form received by COUNTY.

“FORCE MAJEURE” shall have the meaning set forth in Section 2.14 of this Agreement.

“GAAP” shall mean generally accepted accounting principles established by the Financial Accounting Standards Board of the American Institute of Certified Public Accountants.

“Gross Revenue” shall mean any revenues, monies, receipts and credits of things of a monetary value of whatever kind or nature received by BOWERMAN POWER from Covered Products or any use of the Site. Such revenues shall be decreased by costs assessed by the owners or operators of the transmission or delivery facilities, including without limitation wheeling,
transmission, interconnection, wheeling related facility fees, transportation or competitive transition costs incurred in the receipt of revenues and any transportation taxes and fees imposed or approved by governmental or quasi-governmental entities.

“GSF” shall mean GSF Energy, LLC, a Delaware limited liability company, parent company of BOWERMAN POWER, and any successor thereto or permitted assign thereof under this Agreement.

“Habitat” shall mean native plants and animals that are considered sensitive by the U.S. Fish and Wildlife Service, California Department of Fish and Game, the Nature Reserve of Orange County or other applicable agency that requires permission, permits and or implementation of mitigation prior to disturbance.

“Hazardous Material” shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any governmental authority, whether local, state, or federal. The term Hazardous Material includes, without limitation, any material or substance that is:

(a) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1251, et seq.);

(b) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6903, et seq.;

(c) defined as a “hazardous waste” pursuant to California Code of Regulations Title 22, Division 4.5, Chapter 11, Article 3, Section 66261.20;

(d) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601); or

(e) defined by any Applicable Law replacing the above.

“High BTU Natural Gas” shall mean processed Landfill Gas with a HHV BTU factor of 950 or greater.

“High Heating Value ("HHV")” shall mean the amount of heat released by a specified quantity (initially at 25 °C) once it is combusted and the products have returned to a temperature of 25 °C. (HHV; also known as the gross calorific value or gross energy).

“Landfill” shall mean the real property located in Orange County, California, and commonly known collectively as the Frank R. Bowerman Landfill, which is more particularly described on Exhibit A attached hereto, and any permitted expansions thereof, whether occurring currently or in the future during the term of this Agreement.

“Landfill Gas” shall mean the mixture of methane, carbon dioxide and other trace components generated at the Landfill from the anaerobic digestion by methanogenic bacteria of refuse and other wastes deposited in the Landfill.

“Landfill Gas Generation Rate Table” shall mean the document set forth in Exhibit G and any subsequent revisions.
“Leachate” shall mean any liquid, including any suspended components in the liquid, that has percolated through or drained from the Landfill.

“LNG” shall mean liquefied natural gas.

“Lower Heating Value ("LHV")” shall mean the net or lower heating value as obtained by subtracting the latent heat of vaporization of the water vapor formed by the combustion from the gross or higher heating value.

“Major Maintenance” shall mean those activities described as Major Maintenance in Exhibits C-1, C-2 and C-3 attached hereto.

“Market Price” shall mean the price at which BOWERMAN POWER or its Affiliate, acting in a Commercially Reasonable manner, sells, could sell, or enters into a long-term agreement to sell, the Covered Products in an arm’s length transaction. In the case of long-term agreements, the Market Price will be determined with reference to the prevailing market price for agreements of comparable duration and terms, as of the time such agreement is entered into. The Market Price for Covered Products shall be established by BOWERMAN POWER based on data available to them from public sources for similar transactions, and, absent manifest error, the Market Price so established by BOWERMAN POWER shall be binding for purposes of this Agreement. BOWERMAN POWER will provide COUNTY with written documentation with the quarterly statements as required in Section 1.4 of its determination of the Market Price for transactions lasting for one quarter or shorter. For transactions lasting longer than one quarter said written documentation will be provided with the statement for the quarter when the transaction is entered into.

“Migration” shall mean the subsurface movement of Landfill Gas.

“MMBTU/hr” shall mean million British Thermal Units per hour.

“Montauk” shall mean Montauk Energy Holdings, LLC, a Delaware limited liability company and indirect parent company of GSF and any successor thereto or permitted assign thereof under this Agreement.

“Natural Gas” shall mean methane rich gas typically provided by Southern California Gas Company but excluding Landfill Gas.

“OCWR” shall mean OC Waste & Recycling, a department of the County of Orange.

“Proprietary Information” shall mean trade secrets developed by BOWERMAN POWER that are not publicly available, the dissemination of which could have an adverse effect on BOWERMAN POWER’s competitive position in the Landfill Gas market, electric power market or other market, which information is not reasonably necessary for operation and maintenance of the Collection Instrumentation and Control System and/or the Condensate System and other equipment necessary to comply with Applicable Law. Notwithstanding the previous sentence, Proprietary Information shall not include the Market Price, development of the Market Price and any other material, data or information which BOWERMAN POWER is required to provide the COUNTY under this Agreement.
“RNG Facility” shall mean the high-BTU natural gas-based conversion system, natural gas pipeline relating thereto, and other facilities and improvements relating thereto to be constructed by BOWERMAN POWER upon completion of the “RNG Facility Conditions Precedent”.

“RNG Facility Commercial Operations Date” shall mean the first date on which the RNG Facility makes commercial deliveries of natural gas.

“RNG Facility Conditions Precedent” or “RNG Conditions” shall mean those conditions, as provided in Section 7 of the Third Amendment to this Agreement, that BOWERMAN POWER must complete prior to receiving approval to construct the RNG Facility.

“RNG Facility Site” shall mean that certain property shown on Exhibit I attached hereto as may be amended by the mutual agreement of COUNTY and BOWERMAN POWER.

“Routine Flare Facility and Condensate System Operation and Maintenance” shall mean routine activities performed by BOWERMAN POWER technicians and operators to operate and maintain the Flare Facility and the Condensate System, to allow the equipment to perform at rated capacity, and to allow equipment to meet or exceed designed service life. Routine Flare Facility and Condensate System Operation and Maintenance activities include, but are not limited to those listed in Exhibit C-1 and C-2 attached hereto.

“SCAQMD” shall mean the South Coast Air Quality Management District.

“Site” shall mean that certain property shown on Exhibit B attached hereto as may be amended by the mutual agreement of COUNTY and BOWERMAN POWER.

“Temporary H\textsubscript{2}S Treatment System” shall mean the individual components and equipment, including the boost blower skid, valve skid, and media vessels, installed for the specific purpose of reducing H\textsubscript{2}S content for Flare 6 only.

“Term” shall have the meaning set forth in Section 1.3(a) of this Agreement.

“Utility Interface” shall mean the metering facilities, conduit, power transmission lines, valves, electrical substations and any other equipment necessary to interconnect the Conversion System or systems with the transmission lines or other facilities needed to transport the Covered Products to the Customer.

### 1.2 RIGHTS GRANTED TO BOWERMAN POWER

(a) COUNTY hereby grants to BOWERMAN POWER the exclusive right to use the Collection System.

(b) COUNTY hereby grants to BOWERMAN POWER the title to and the exclusive right, except as described in Section 1.6 (c), to utilize all Landfill Gas produced at the Landfill to generate Covered Products and Flare Products for sale, including sales from the Conversion System as described in Exhibit D and the Flare Facility as described in Exhibit C-1.
(c) COUNTY hereby licenses to BOWERMAN POWER and BOWERMAN POWER accepts from COUNTY the non-exclusive right to utilize the Site provided, however, that the parties acknowledge that BOWERMAN POWER has exclusive rights, unless waived by BOWERMAN POWER, to utilize the Site with respect to the conversion of Landfill Gas and the creation and sale of Covered Products and Flare Products unless otherwise required by Applicable Law. The exact location of the Site is depicted on the drawing incorporated into this Agreement as Exhibit B, as the same may be amended from time to time as mutually agreed by the COUNTY and BOWERMAN POWER. Minor changes, modifications or adjustments to Exhibit B, to accommodate connections for utilities in support of the Conversion Facility, may be proposed from time to time by written request of BOWERMAN POWER to the COUNTY. For a period not to exceed five (5) years from the date this Agreement is approved by the Board of Supervisors, said request(s) may be approved or denied, at the sole discretion of the Director of OC WASTE & RECYCLING.

Such license shall not be revocable by COUNTY except as specifically provided in this Agreement. During the term of this Agreement, BOWERMAN POWER shall have a continuous right of access to the Site sufficient for BOWERMAN POWER to conduct all the activities contemplated by this Agreement. Such access shall be at locations that are reasonably determined by the Director of OC WASTE & RECYCLING after consultation with BOWERMAN POWER. In determining the location of BOWERMAN POWER’s access, the Director of OC WASTE & RECYCLING shall first consider any conflict with COUNTY’s operation of the Landfill, and then the convenience to BOWERMAN POWER. In no event shall COUNTY change the access location without thirty (30) days’ prior written notice to BOWERMAN POWER. Any costs incurred by BOWERMAN POWER relating to the change in such access shall be reimbursed in full by COUNTY to the extent that such costs are incurred for materials and installation of new access roads, entry ways, parking areas, relocation of new lighting fixtures, fences, gates, pipelines, power lines, sewer lines or other utility services, safety items (including without limitation safety barriers and fire access lanes) and other similar costs reasonably necessary to provide or restore access equivalent to the original, unless the change was at BOWERMAN POWER’s request.

(d) If during the Term of this Agreement the Site becomes unsuitable for the effective operation of the Conversion System and Flare Facility, then an alternative site suitable for construction and of similar size will be selected by the Director of OC WASTE & RECYCLING which if acceptable to BOWERMAN POWER will replace the original Site and this alternate site will then become the Site for the purposes of this Agreement. BOWERMAN POWER’s acceptance thereof will not be unreasonably withheld.

(i) If BOWERMAN POWER requests relocation of the Conversion System to an alternate site as set forth in this Section 1.2(d), BOWERMAN POWER shall pay all costs and expenses related to such relocation.

(ii) If the COUNTY requests relocation of the Conversion System to an alternate site as set forth in this Section 1.2(d), COUNTY shall pay all reasonable costs and expenses related to such relocation, except as limited by Section 2.34

(iii) The COUNTY acknowledges BOWERMAN POWER’s needs to occupy the Site for a minimum uninterrupted 20 year period, commencing on the Commercial Operations Date of the Conversion System, and will use Commercially
Reasonable efforts to maintain such time period consistent with COUNTY Landfill operations (as defined by the then current COUNTY Landfill Master Plan Soil/Airspace Management Plan (“Master Plan”)) but in no event shall the COUNTY be obliged to incur additional costs or expenses to maintain this 20 year period other than the obligations related to payment of relocation costs as set forth in this Section 1.2(d). Commencing in 2020, the parties agree to meet on at least an annual basis to discuss the status of projected waste volumes and issues or concerns related to the potential Conversion System relocation. The COUNTY shall provide BOWERMAN POWER a copy of any updated Master Plan within ninety (90) days of said update.: 

(iv) In the event the COUNTY requests re-location of the Site prior the expiration of the twenty (20) year period from the Commercial Operation Date or July 1, 2035, whichever occurs first, the following will occur for the period of time it takes for removal and reinstallation of the Conversion System, expect this time period shall not exceed 18 months unless approved by the Director of OC WASTE & RECYCLING in writing

1) the minimum annual royalty requirements as per Section 1.4(v) will be suspended, and

2) the time table in Section 1.4(v) will be extended, and

3) the Term shall automatically be extended

(e) In addition to any existing easements, COUNTY agrees to grant such reasonably required rights of way, licenses and easements as approved by the Director of OC WASTE & RECYCLING within the Landfill boundary consistent with the COUNTY’s landfill operations as may be necessary for BOWERMAN POWER to exercise its rights under this Agreement.

(f) The rights granted under this Agreement shall not be deemed to lease or grant rights of any kind to any oil and gas rights, also known as “mineral rights”, under or around the Landfill.

1.3 TERM

“(a) Subject to the termination provisions contained elsewhere in this Agreement, upon the Commercial Operation of the RNG Facility, the Term of this Agreement will run for a period of twenty (20) years (the “Updated Term”). The Updated Term of this Agreement may be extended by two (2) additional ten (10) year Terms by the COUNTY if 1) BOWERMAN POWER submits written notice not less than one (1) year in advance of the scheduled termination date and 2) BOWERMAN POWER is continuing to productively use Landfill Gas to produce Covered Products for sale and 3) BOWERMAN POWER agrees to relocate the REG and/or RNG Site (the “Sites”) at the sole expense of BOWERMAN POWER to an alternate location which is agreed to by each Party at such point in time that the current Sites is needed by the COUNTY for landfill operations or purposes during the requested extension period(s).”
(b) In the event that, on or before July 1, 2027 there is no RNG Commercial Operation Date, then the Term of this Agreement shall remain unchanged.

(c) N/A.

(a) Subject to the termination provisions contained elsewhere in this Agreement, the Term of this Agreement shall commence on the Effective Date and run for a period of twenty (20) years from the Commercial Operation Date of the Conversion System (the “Term”). The Term of this Agreement may be extended by two (2) additional ten (10) year Terms by the
COUNTY if 1) BOWERMAN POWER submits written notice not less than one (1) year in-advance of the scheduled termination date and 2) BOWERMAN POWER is continuing to—productively use the Landfill Gas to produce Covered Products for sale and 3) BOWERMAN—POWER agrees to relocate the Site at the sole expense of BOWERMAN POWER to an alternate-location which location is agreed to by each party at such point in time that the current Site is—needed by the COUNTY for landfill operations during the requested extension period(s).

(b)—In the event that, on or before June 30, 2015 there is no Commercial Operation Date then this Agreement may terminate on June 30, 2015 at the option of the Director of OC Waste & Recycling. This Agreement shall terminate if there is no Commercial Operation Date by June 30, 2016.

(c)—Notwithstanding (b) above, in the event that any applicable legislative or—regulatory changes or pending litigation involving the SCAQMD allocation of air emissions—offset credits from the SCAQMD Priority Reserve occurs on or before the date the County Board—of Supervisors approves this Agreement, thus resulting in the substantial delay, moratorium or—termination of the processing of any applicable SCAQMD permit required to be obtained by—BOWERMAN POWER or the inability of BOWERMAN POWER to receive air emission offset—credits from the Priority Reserve at no cost, upon the written request of BOWERMAN POWER,—the Director of OC Waste & Recycling may consent to extend the dates set forth in Sections—1.3(b) and 1.4(v) of this Agreement for a period of time equal to the number of months from—execution of this Agreement until the Priority Reserve issue is resolved such that BOWERMAN—POWER will have access to air emission offset credits at no cost to BOWERMAN POWER.—Such consent will not be unreasonably withheld. In the event said legislative or regulatory—changes or lawsuit(s) result in a permanent elimination or reduction of the offsets available to—BOWERMAN POWER or result in BOWERMAN POWER having to pay for any air emission—offset credits, BOWERMAN POWER may terminate this Agreement upon thirty (30) days—written notice to the COUNTY.

1.4 COMPENSATION TO COUNTY

BOWERMAN POWER shall submit to COUNTY by the end of each month following each—calendar quarter (April 30, July 31, October 31 and January 31) a statement of Gross Revenue—and Flare Revenue received by BOWERMAN POWER for that calendar quarter certified by a—company officer designated by BOWERMAN POWER. If BOWERMAN POWER provides—Covered Products to any Customer other than the COUNTY that statement shall also include the—Market Price for that calendar quarter. BOWERMAN POWER shall include, with each—quarterly statement, the royalty payment for that quarter according to the following:

(i) If BOWERMAN POWER provides or sells Covered Products to (x) itself, (y) any—subsidiary, Affiliate, or partner or (z) any other Customer except COUNTY at less—than the Market Price during that calendar quarter, BOWERMAN POWER shall pay—a royalty to COUNTY for those Covered Products of 12.5% of Gross Revenue for—that calendar quarter calculated as if the Covered Products had been sold during the—same period at that Market Price).
(ii) If BOWERMAN POWER sells Covered Products to (1) COUNTY, or (2) any other customer at or above the Market Price during that calendar quarter, the royalty for those Covered Products shall be calculated as the greater of either the Minimum Annual Royalty or as follows: at 9.5% of the Gross Revenue for that calendar quarter.

1. 5% of the Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is less than or equal to $6.00 per MMBtu;

2. 15% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $6.00 per MMBtu but less than or equal to $10.00 per MMBtu;

3. 25% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $10.00 per MMBtu but less than or equal to $15.00 per MMBtu; and

4. 50% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $15.00 per MMBtu.

(iii) For all sales of Flare Products, BOWERMAN POWER shall pay to COUNTY a royalty of 50% of Flare Revenue received by BOWERMAN POWER (including without limitation any Flare Revenues received from COUNTY) for that calendar quarter.

(iii) In the event that BOWERMAN POWER utilizes the Landfill Gas to produce High BTU Natural Gas or LNG, the parties will negotiate, in good faith, the royalty rate applicable to sales of such High BTU Natural Gas or LNG.

(v) Minimum Annual Royalty: Beginning on the Effective Date of this Third Amendment the annual net minimum royalty (“Minimum Annual Royalty”) payable to COUNTY from Gross Revenue royalties before any offsets up to 50% are deducted for Flare Facility Capital Investment and O&M Expenses will not be less than $1,500,000 annually, as long as the annual average Landfill Gas available to the Conversion System and the Flare Facility during any such calendar year is not less than 217 MMBTU/hr (Lower Heating Value).

The Minimum Annual Royalty shall be adjusted annually according to the Cost Index as provided in Section 1.1 of the Agreement.

If the Conversion System ceases operation on any day prior to December 31 in the final year of operation, the minimum annual royalty will be subject to prorata reduction based on the number of calendar months the Conversion System operated in that calendar year.
Calculation of Royalties: For clarification, the Minimum Annual Royalty, and royalties for the sale of Covered Products in general, are to be calculated and paid as follows: Each quarter the royalty payment is to be calculated as set forth above. After the fourth quarter royalty payment is calculated, the minimum annual royalty due for any given year except the last year of operation of the Conversion System would be the greater of: (1) the royalty as calculated per Section 1.4(i) and 1.4(ii) or (2) the Minimum Annual Royalty amount. The minimum annual royalty payment is due with the fourth quarter payment of each year.

Prepayment of the amount due is allowable. Royalties paid pursuant to the sales of Flare Products as per Section 1.4(iii) are not applicable towards the calculation to meet the Minimum Annual Royalty.

All sales of Covered Products shall be consistent with Applicable Law.

Notwithstanding anything herein to the contrary, and subject to the payment of the Minimum Annual Royalty, any and all royalty payable pursuant to Section 1.4(ii) or Section 1.4(v) shall be reduced by the cumulative amount of any and all Bowerman Capital Investment and O&M Expenses not previously deducted from royalty payments pursuant to this Section 1.4(vii); provided, however, that no individual royalty payment shall be reduced by more than fifty percent (50%) and any remaining set-off amount not applied pursuant to such cap shall be rolled forward and set off against future royalty payments. In any event, prior to (and after) the RNG Commercial Operation Date the Minimum Annual Royalty shall not fall below one and a half million dollars ($1,500,000) paid to OCWR annually, as adjusted pursuant to the Cost Index as provided in Section 1.1 of the Agreement.

Any outstanding balance of expenditures made by BOWERMAN POWER for Flare Facility Capital Investment and O&M Expenses or compliance with the Flare Facility Master Plan that may exist upon the expiration of the Term, the Updated Term, or any extension of the Term of this Agreement shall be the sole responsibility of BOWERMAN POWER.

In the event BOWERMAN POWER is able to benefit from any federal or State of California law, regulation, policy, grant, stimulus or similar program, and or rental agreement such as a cellular tower which results in the receipt of unanticipated monies (found money) to BOWERMAN POWER, the parties agree to negotiate in good faith any additional royalty or other payment to be made to the COUNTY as a result of the receipt of found monies. BOWERMAN POWER agrees to notify the COUNTY within ninety (90) days of receipt of said “found money”.

1.5 PERMITS

Any and all environmental permits, and/or CEQA, planning approvals or other permits and/or approvals required to construct, operate, maintain, upgrade, or expand any facilities or equipment required of or by BOWERMAN POWER pursuant to this Agreement
shall be the sole responsibility of BOWERMAN POWER. Any and all environmental permits and/or CEQA planning approvals or other permits and/or approvals required to operate, maintain, upgrade or expand any facilities or equipment required of or by COUNTY pursuant to this Agreement shall be the sole responsibility of COUNTY. COUNTY and BOWERMAN POWER agree to fully cooperate with, expedite and assist the other in obtaining such permits or approvals.

(b) In connection therewith, each party agrees to make available copies of all environmental information reports, environmental assessment reports, environmental impact reports, air impact assessment studies, environmental applications filed and other available data relating to, necessary for and used (or useful) at each party’s sole determination, provided such information is not privileged, in connection with obtaining any environmental permits or CEQA and planning approvals necessary for the installation and operation of any equipment or the conducting of any other activities on the Landfill.

1.6 RIGHTS TO LANDFILL GAS

(a) BOWERMAN POWER’s Rights. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, BOWERMAN POWER shall have the exclusive right to recover and process Landfill Gas at the Landfill for sale and or conversion to and sale of Energy and other Covered Products and Flare Products. Subject to Section 1.2 hereof, the rights of BOWERMAN POWER to those portions of the Landfill outside of the Site are also by non-exclusive license and are limited to those portions of the Landfill at which or within which the Collection System and the Collection Instrumentation and Control System are located together with such other portions of the Landfill as authorized by the Director of OC WASTE & RECYCLING that may be necessary for BOWERMAN POWER to exercise the rights and perform the duties of BOWERMAN POWER. COUNTY shall execute and deliver any further writing, instrument or document and take any further action as BOWERMAN POWER may reasonably request, in form and substance reasonably satisfactory to BOWERMAN POWER, in order to evidence BOWERMAN POWER’s ownership of the Covered Products and the Flare Products or to permit or facilitate the sale, conveyance or transfer of Covered Products or Flare Products by BOWERMAN POWER.

(b) Use of Natural Gas. Natural Gas may be used to supplement the Landfill Gas only if 1) the Conversion Facility is utilizing all of the Landfill Gas reasonably capable of being recovered from the landfill and 2) the Conversion Facility is operating at less than full capacity and 3) Landfill Gas use shall have priority over Natural Gas use. In no event shall the use of Natural Gas exceed twenty-five (25%) of the total annual fuel BTU throughput.

(c) COUNTY’s Rights. COUNTY shall have the right to take or otherwise use Excess Gas, with the approval of BOWERMAN POWER. Such approval shall not be unreasonably withheld, conditioned or delayed. Excess Gas shall be recovered in such a manner so as not to negatively impact BOWERMAN POWER’s operations or production and sales of Flare Products or Covered Products. In the event the recovery of such Excess Gas is required to comply with Applicable Law, COUNTY and BOWERMAN POWER agree to work together to develop Collection System additions, operational methods, and techniques in order for COUNTY to meet Applicable Law, subject to the payment obligations set forth in Section 1.9(d). Any third party purchasing or otherwise receiving from COUNTY Excess Gas or Energy recovered exclusively from Excess Gas shall sign an agreement acknowledging BOWERMAN
POWER’s superior rights to the Landfill Gas, the Covered Products and the Flare Products and other rights under this Agreement, which agreement shall be reasonably acceptable to BOWERMAN POWER. COUNTY and BOWERMAN POWER shall coordinate its efforts for Collection System work in the event that COUNTY installs or constructs any collection devices. In the event COUNTY and BOWERMAN POWER cannot agree on the actions needed to comply with Applicable Law, COUNTY shall have the sole and exclusive right to proceed with such action to the extent required to comply with Applicable Law or protect human health and the environment. Except as specifically provided in this Agreement, COUNTY reserves all rights to use the surface and subsurface of the Landfill; however, COUNTY shall use its best Commercially Reasonable efforts to minimize interference with the operations of the Collection System or Systems, the Conversion System or Systems, the Flare Facility, as described in Section 1.11(a) (if any) and the Utility Interface.

1.7 COMPLIANCE WITH LANDFILL OPERATING REQUIREMENTS

(a) System Plan. BOWERMAN POWER agrees to cooperate with COUNTY and appropriate regulatory agencies in the preparation of a plan for the sizing and installation of adequate Landfill Gas emission and Migration control devices including but not limited to Conversion System, Flare Facility, and Collection System to assure full compliance with air quality, and Landfill Gas emission and Migration regulations and other Applicable Law. COUNTY and regulatory agencies shall each approve the plan prior to design and construction of facilities contained herein. BOWERMAN POWER shall operate the Conversion System and any Flare Facility(s) necessary to maintain the COUNTY in compliance with all Applicable Law, including but not limited to, air quality and ground water quality and Landfill Gas emission and Migration regulations.

(b) Collection System Location. The installation of additional devices and operation of the COUNTY’s Collection System by BOWERMAN POWER is subject to the reasonable control and approval of COUNTY. The location(s) of the COUNTY’s Collection System may be changed, at any time, at the reasonable discretion of the Director of OC WASTE & RECYCLING. COUNTY shall be solely responsible for any and all costs related to such location change unless such change is at the request of BOWERMAN POWER.

(c) Governmental Monitoring. COUNTY intends to measure the concentrations of Landfill Gas on and around the Landfill to monitor for Landfill Gas emissions and Landfill Gas Migration for compliance with Applicable Law, including, but not limited to, air quality or other environmental regulations, such as Rule 1150.1 of the SCAQMD. COUNTY and BOWERMAN POWER agree that they shall coordinate their efforts to maintain the Landfill in compliance with all Applicable Law, including but not limited to air quality or other Applicable Law concerning Landfill Gas. If the COUNTY, BOWERMAN POWER or a regulatory agency at any time determines that the emissions of Landfill Gas from the Landfill exceed permissible limits, COUNTY and BOWERMAN POWER shall work together to determine the cause for such emissions. If the presence of excess concentrations of Landfill Gas are determined by COUNTY to be caused by surface fissures in the Landfill or other Landfill surface or subsurface irregularities, then COUNTY shall have the sole responsibility, at its expense, for the repair of such surface fissures or other Landfill surface or subsurface irregularities. If such excess concentrations of Landfill Gas are determined to be caused by the generation of Landfill Gas at the Landfill at a rate greater than the rate of collection by the Collection System operated by BOWERMAN POWER, then COUNTY shall promptly notify BOWERMAN POWER of its
determination and provide BOWERMAN POWER with the data in the possession of COUNTY supporting its determination of the cause of such excess concentration of Landfill Gas. Upon receipt of such notification and supporting data, BOWERMAN POWER shall adjust the draw rate on the wells or other collection devices in the Collection System located nearest to the area or areas of excess concentration of Landfill Gas. COUNTY and BOWERMAN POWER have set forth the preceding procedure to evidence the intent to cooperate with each other in an effort to maintain the compliance of the Landfill with applicable air quality and Landfill Gas emission, Migration regulations and other Applicable Law. The COUNTY and BOWERMAN POWER further agree that compliance with Applicable Law is a material obligation of this Agreement.

(d) Requests for Adjustment. BOWERMAN POWER acknowledges that COUNTY is required to respond promptly to complaints or other notifications COUNTY may receive from the SCAQMD or other governmental agencies having jurisdiction over the Landfill as to any purported noncompliance of the Landfill with Applicable Law. Accordingly, requests made by COUNTY to BOWERMAN POWER to adjust the draw rate on the wells or other collection devices constituting part of the Collection System may be made orally, either in person or by telephone, by COUNTY’s authorized representative to BOWERMAN POWER’s on-site representative(s) (as described in Section 1.12(b)). Such oral requests shall state the specific action that COUNTY desires BOWERMAN POWER to take with respect to the operation of the Collection System in order to meet the requirements of SCAQMD or other applicable governmental agency. Such oral requests shall be immediately followed by a written request containing the same information. BOWERMAN POWER shall initiate corrective actions expeditiously and notify the COUNTY verbally as soon as possible and then in writing of all actions taken and all modifications made to the Collection System no later than one (1) business day after such actions or modifications taken pursuant to a request by the COUNTY under this Section 1.7(d). COUNTY shall be solely responsible for any and all costs related to a COUNTY request pursuant to Section 1.7(c) or (d) other than to the extent that BOWERMAN POWER’s negligence causes or contributes to the conditions that prompt any such request or those requests that require only the services (routine operation and maintenance as described on Exhibit C-3 attached hereto) of BOWERMAN POWER personnel then assigned to the Landfill during normal business hours, for which there shall be no charge to COUNTY. If BOWERMAN POWER is unable to comply with such requests within twenty-four (24) hours from the receipt of such request by COUNTY (or within seventy two (72) hours if the applicable law allows for such longer period for compliance), or, if COUNTY is unable to locate any personnel of BOWERMAN POWER to deliver such request within a twenty-four (24) hour period (or within seventy two (72) hours if the applicable law allows for such longer period for compliance), then COUNTY shall be authorized through a technician or other personnel trained in the operation of the Collection System to adjust the appropriate wells or other collection devices included in the Collection System in order to meet the requirements of any rule, order, permit, or regulation of the SCAQMD or any other applicable governmental agency having jurisdiction over the Landfill, and all reasonable out-of-pocket costs associated with such actions by the COUNTY shall be reimbursed promptly by BOWERMAN POWER. The personnel utilized by COUNTY to adjust or perform other corrective work on the Collection System shall perform such work in accordance with the procedures and standards set forth in BOWERMAN POWER’s System Maintenance Manual. If COUNTY makes a request of BOWERMAN POWER to take action with respect to the Collection System that results in COUNTY using its personnel to adjust any such Collection System, following the completion of any such action taken by COUNTY, COUNTY shall (i) notify BOWERMAN POWER verbally as soon as possible and then in
writing of all actions taken and all modifications made to the Collection System no later than one (1) business day after such actions; and (ii) be subject to the indemnification provisions of Section 2.13.

(e) Compliance with Applicable Law. COUNTY covenants that the Landfill and all activities conducted thereon will, during the term of this Agreement, be in material compliance with all Applicable Law, including without limitation those relating to Hazardous Materials. BOWERMAN POWER covenants that all of its activities conducted on the Landfill will, during the term of this Agreement, be in material compliance with Applicable Law, including without limitation those relating to Hazardous Materials. Notwithstanding the foregoing, it shall not be deemed to be a breach of this Section, 1.7(e) by either party if a failure to comply is cured by the earlier of (i) one hundred twenty (120) days after receiving a notice of non-compliance from the other party or any third party; (ii) the cure period provided for in Applicable Law or (iii) notice from the governmental authority attempting to enforce compliance with same.

(f) Habitat Mitigation Responsibilities. The parties acknowledge that disturbance of Habitat may require permission, permits and or implementation of mitigation acceptable to the U.S. Fish and Wildlife Service, California Department of Fish and Game, the Nature Reserve of Orange County and or other applicable agency prior to disturbance. In the event a party requests a relocation of the Site as set forth in Section 1.2(d), the requesting party shall be responsible for all costs and expenses related to Habitat mitigation in connection with such relocation of the Site (including, but not be limited to, obtaining any permits/permission from the applicable agencies for impacts to Habitat, implementation of compensatory mitigation associated with the development of the project, all costs related to any required Habitat mitigation (i.e., consultants, processing permits, long-term maintenance and monitoring, etc.). Otherwise, each party shall be solely responsible for any Habitat mitigation related to such party’s operations under this Agreement. Said responsibilities shall include, but not be limited to, obtaining any permits/permission from the applicable agencies for impacts to Habitat, implementation of compensatory mitigation associated with the development of the project, all costs related to any required Habitat mitigation (i.e., consultants, processing permits, long-term maintenance and monitoring, etc.). In the event of a mutual project or disturbance, each party shall be responsible for its share of the mitigation based on the percentage involvement in the project or disturbance.

Prior to contacting the appropriate regulatory agencies, BOWERMAN POWER shall coordinate any plans or inquiries related to Habitat with regulatory agencies with the COUNTY dealing with Habitat mitigation on COUNTY property. In the event a potential Habitat disturbance issue is discovered by BOWERMAN POWER, exclusive of a disturbance caused by the COUNTY’s requested relocation of the Site, BOWERMAN POWER shall submit a Habitat mitigation plan satisfying the requirements of the applicable agencies to the COUNTY in accordance with the provisions of Section 1.8 for OC Waste & Recycling Director approval as per Section 1.8.

1.8 CONSTRUCTION OF CONVERSION SYSTEM

(a) BOWERMAN POWER shall cause to be designed, constructed, and installed within the Site and the Landfill, at its sole expense, any Conversion System improvements, as may be expanded from time to time, to adequately accommodate the uses permitted under this Agreement and shall submit its design plans and easement requirements therefore for review and
approval by Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. The construction proposed by BOWERMAN POWER may be scheduled in Commercially Reasonable increments, subject to review by Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. BOWERMAN POWER shall provide a construction schedule, updated monthly. Development of the Site for the Conversion System shall be conducted in a good and workmanlike manner and shall meet all other requirements contained in this Agreement. Approval by Director of OC WASTE & RECYCLING shall not be unreasonably conditioned, delayed, withheld or denied.

(b) Before starting construction of the Conversion System:

(i) If BOWERMAN POWER deems it necessary to secure areas of the Landfill in addition to the Site, provided that suitable areas of the Landfill are available, the Director of OC WASTE & RECYCLING will select an area sufficient in size and acceptable to BOWERMAN POWER to accommodate the construction and operation by BOWERMAN POWER of the Conversion System. The Director of OC WASTE & RECYCLING shall work with BOWERMAN POWER to select a parcel or parcels of real property with stable soil that does not contain refuse from landfilling operations or other fill material, takes into account the convenience to the Collection System, the convenience and proximity to the Utility Interface, aesthetic and environmental considerations and any other appropriate consideration in the opinion of the Director of OC WASTE & RECYCLING and acceptable to BOWERMAN POWER. BOWERMAN POWER shall prepare a site layout or plat map (at least 8 1/2” x 11” in size at a 1”:40’ scale) that shows the location of the Site including the additional area, once the additional area, if any, is agreed upon. Upon approval of this site layout or plat map by the Director of OC WASTE & RECYCLING, it shall be attached as Exhibit B to this Agreement.

(1) If the site layout or plat map is marked as “preliminary”, a final site layout or plat map must be included, for approval by the Director of OC WASTE & RECYCLING, with the design plans as required in Section 1.8(a).

(ii) The Director of OC WASTE & RECYCLING and BOWERMAN POWER will work together to identify and select an area of sufficient size to accommodate a temporary construction office trailer(s) and a work and storage area commonly referred to as the construction lay down area. BOWERMAN POWER will work to minimize the size and duration this area will be needed and will be responsible, at the sole cost of BOWERMAN POWER, to restore the area as nearly as practicable to its original condition or an alternate condition as agreed to by the Director of OC WASTE & RECYCLING.

(iii) BOWERMAN POWER will obtain environmental clearance for all work encompassed by this Agreement in accordance with the requirements of the CEQA.

(iv) BOWERMAN POWER will submit the following to the Director of OC WASTE & RECYCLING:
(a) Evidence of insurance coverage that fully complies with Section 2.12 of this Agreement.

(b) Evidence, by submitting approved building permits that the proposed development is:

1) In conformance with the General Plan of COUNTY pursuant to California Government Code Section 65402 or the then current applicable section.

2) In conformance with all federal, state and local land use planning requirements.

3) In compliance with all Applicable Law and other legal requirements applicable to the construction of the Conversion System.

(v) BOWERMAN POWER shall install the necessary fire protection system(s) as required per the Orange County Fire Authority (OCFA) and obtain adequate permits and approvals from OCFA for the Conversion System.

(a) The COUNTY is willing to allow BOWERMAN POWER to expand the COUNTY existing fire protection and potable water system to meet these requirements, pending approval of such modification by the OCFA and the Director of OC WASTE & RECYCLING, at the expense of BOWERMAN POWER.

1) Such improvements to existing COUNTY fire protection and potable water system shall become the property of the COUNTY upon acceptance by the appropriate building official.

2) If, pursuant to this Section 1.8 (b) (v), BOWERMAN POWER elects to install additional capacity or make improvements to the existing COUNTY fire protection and potable water system, it is understood BOWERMAN POWER may use these improvements for fire protection purposes only.

(b) Should OCFA require additional improvements to the existing COUNTY systems, cost sharing for any system improvements will be based proportionally on the size of the needed COUNTY improvements to the total size of the improvements needed by BOWERMAN POWER and must abide by COUNTY purchasing policies as defined by Applicable Law.

(vi) BOWERMAN POWER shall complete the decommissioning of the former LNG plant as mutually agreed upon in writing and directed by the Director of OC Waste & Recycling. Said decommissioning shall include the removal of
specific improvements and restoration of the site.

(c) Before delivering Covered Products to any Customer, BOWERMAN POWER shall provide a copy of the Energy Agreement to Director of OC WASTE & RECYCLING as per Section 1.12 (a)(xiii).

1.8.2 CONSTRUCTION OF RNG FACILITY

a. Upon completion of the RNG Conditions, BOWERMAN POWER shall cause to be designed, constructed, and installed within the RNG Facility Site, at its sole expense, any RNG Facility improvements as provided in the RNG Master Plan and as may be expanded from time to time, to adequately accommodate the uses permitted under this Agreement and shall submit its design plans and easement requirements therefore for review and approval by the Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. The construction proposed by BOWERMAN POWER may be scheduled in Commercially Reasonable Increments, subject to review by the Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. BOWERMAN POWER shall provide a construction schedule, updated monthly. Development of the RNG Facility Site shall be conducted in a good and workmanlike manner and shall meet all other requirements contained in this Agreement. Approval by the Director of OC WASTE & RECYCLING shall not be unreasonably conditioned, delayed, withheld or denied.

b. Prior to starting construction of the RNG Facility, BOWERMAN POWER will:

   i. Obtain environmental clearance for all work encompassed by this Agreement and the RNG Master Plan in accordance with the requirements of CEQA and all other Applicable Law;

   ii. Submit evidence of insurance coverage that fully complies with section 2.12 of this Agreement.

   iii. Submit evidence of approval of all required building permits;

   iv. Submit evidence of OCFA fire system approvals.

1.9 COLLECTION SYSTEM AND FLARE FACILITY

(a) Flare Facility Construction. BOWERMAN POWER shall install additional Flares and other Flare Facility components and improvements as reflected in the Flare Facility Master Plan and as may otherwise be required to destruct all Landfill Gas reasonably projected to be recovered by the Collection System at the Landfill and comply with all Applicable Law. The Parties agree that until and alternative method of Landfill Gas destruction and destruction capacity determination is clearly defined in writing by the SCAQMD to the reasonable satisfaction of the Director of OC WASTE & RECYCLING, only Flare Facility capacity will count towards the Landfill Gas destruction capacity requirements required by this Agreement. BOWERMAN POWER is solely responsible for the installation of temporary equipment as may be needed to maintain compliance and/or all fines and penalties associated with non-compliance caused by inadequate Flare Facility capacity. BOWERMAN POWER agrees to meet at a minimum annually with the COUNTY to review the most current Landfill Gas Generation Rate
Table (Exhibit G), and establish a timeline agreed to by both parties as to when expanded Flare capacity is to be installed.

In furtherance of the above, the Parties agree that BOWERMAN POWER shall construct, develop and install (or cause to be constructed, developed and installed) the additional Flares and other Flare Facility components and improvements to the Flare Facility as set forth in and in accordance with the Flare Facility Master Plan, at BOWERMAN POWER’s sole cost and expense pursuant to the royalty structure agreed to in Section 1.4(ii) of this Third Amendment; provided that (i) BOWERMAN POWER shall not be responsible for any material increases to anticipated costs and expenses as set forth in the Flare Facility Master Plan that result from changes to Applicable Law or Policy occurring after the date of this Third Amendment, and any such increases shall be addressed by the Parties in good faith in a subsequent amendment to the Agreement if the existing royalty structure is insufficient to cover the increased costs caused by the changes to Applicable Law, and (ii) all Flare Capital Investment and O&M Expenses shall be set off against royalties due to COUNTY hereunder in accordance with Section 1.4(ii). Without limiting the generality of the foregoing, BOWERMAN POWER shall be solely responsible for the provision of a Temporary H₂S Treatment System and a permanent H₂S treatment system and related appurtenances as set forth in the Flare Facility Master Plan (the “Permanent H₂S Treatment System”) sufficient to comply with Applicable Law; provided that, when the Temporary H₂S Treatment System is no longer necessary [as mutually determined by the Parties], BOWERMAN POWER shall remove the Temporary H₂S Treatment System, replace it with [straight pipe or similar alternative which ensures continuing compliance with Applicable Law as required under Section 1.15(c) of the Agreement], and shall retain ownership of the removed Temporary H₂S Treatment System following removal. COUNTY shall perform all of its obligations and responsibilities as set forth in the Flare Facility Master Plan and shall otherwise cooperate with BOWERMAN POWER in connection with BOWERMAN POWER’s performance of its obligations hereunder and as provided in the Flare Facility Master Plan. COUNTY agrees to grant to BOWERMAN POWER, and/or to the appropriate utility providers, easements across the Landfill (in form and substance satisfactory to COUNTY in its reasonable discretion) and across property contiguous with the Landfill that is owned or leased by COUNTY and that may be reasonably necessary in connection with BOWERMAN POWER’S exercise of its obligations hereunder. Upon request, COUNTY shall reasonably assist BOWERMAN POWER in connection with obtaining any permits, authorizations or third-party easements with respect to this Third Amendment and as required under the Flare Facility Master Plan.

(a) Construction of Flares. BOWERMAN POWER shall install additional Flares as needed to destruct all Landfill Gas reasonably projected to be recovered by the Collection System at the Landfill. The parties agree that until an alternate method of Landfill Gas destruction and destruction capacity determination is clearly defined in writing by the SCAQMD to the reasonable satisfaction of the Director of OC WASTE & RECYCLING, only Flare capacity will count towards the Landfill Gas destruction capacity requirements required by this Agreement. BOWERMAN POWER is solely responsible for the installation of temporary equipment as needed to maintain compliance and/or all fines and penalties associated with non-compliance caused by inadequate Flare capacity. BOWERMAN POWER agrees to meet at a minimum annually with the COUNTY to review the most current Landfill Gas Generation Rate Table (Exhibit G), and establish a timeline agreed to by both parties as to when a new Flare is to be installed.
(b) If and when BOWERMAN POWER is required to replace or install a new Flare, in order to maintain control system and spare parts consistency, the COUNTY approval for the new Flare is contingent on BOWERMAN POWER providing a Perennial Energy Flare unless it can be shown the Flare(s) available from Perennial Energy at the time the Flare is needed a) do not meet the then applicable requirements for the destruction of Landfill Gas, or b) control systems and or major parts have changed significantly enough to negate the advantage of purchasing from Perennial Energy.

(c) **Use of Existing Facilities.** BOWERMAN POWER and COUNTY agree to continue to work together to develop operational methods and techniques in order to optimize the quality and quantity of Landfill Gas recovered from the Collection System in the Landfill. To the extent reasonably practicable, BOWERMAN POWER agrees to utilize COUNTY’s horizontal Landfill Gas extraction system, vertical Landfill Gas wells, and header(s) to produce and recover Landfill Gas therefrom and transport Landfill Gas to the Site of the Conversion System.

(d) **Collection System Improvements.**

(i) All work required for capital additions (as set forth in Exhibit C-3 C) to the Collection System to comply with Applicable Law will be implemented by COUNTY at COUNTY’s expense.

(ii) The Collection System Major Maintenance responsibilities are defined in Exhibit C-3(B).

(e) **Collection System Improvement Reimbursement.** Beginning January 1, 2012, BOWERMAN POWER will pay or reimburse COUNTY for (i) the costs of all capital additions to the Collection System that are made at BOWERMAN POWER’s request; and (ii) the first One Hundred Thousand Dollars ($100,000) per year of other capital additions and Major Maintenance to the Collection System adjusted annually in accordance with the Cost Index, in both cases either through a credit or a direct payment to COUNTY (as evidenced by supporting documentation to be provided by COUNTY on an annual basis). Any such reimbursement shall be subject to pro rata reduction in the final year of the term to the extent the term does not expire or terminate on December 31 and shall be due within thirty (30) days after receipt by BOWERMAN POWER of a statement prepared by COUNTY setting out in reasonable detail the costs for which reimbursement is due under this Section 1.9(e).

(f) **Collection System to Control Landfill Gas Migration.** If (A) the Collection System as it exists at any given time, including the use of all improvements installed per Section 1.9(c) above, will control Landfill Gas Migration when adjusted as per and within Applicable Law limits, and (B) said adjustments result in Landfill Gas quality or quantities below limits acceptable to BOWERMAN POWER and (C) COUNTY determines that by readjusting the Collection System to meet the Landfill Gas quality or quantities acceptable to BOWERMAN POWER that Landfill Gas Migration in excess of regulatory limits cannot be prevented, or soon may not be preventable, then BOWERMAN POWER shall design and construct at its sole cost all improvements to the Collection System required to reduce the burden on the Collection System to increase the Landfill Gas quality or quantities to limits acceptable to BOWERMAN POWER, including if necessary, a separate Collection System. Said improvements shall be designed and operated in conjunction with the entire Collection System, which now includes the
additions installed by BOWERMAN POWER to prevent Landfill Gas Migration.

(g) Cooperation. The engineering staffs of COUNTY and BOWERMAN POWER shall meet and confer on the design of any expansion or additions to the Collection System at the Landfill. COUNTY and BOWERMAN POWER agree to cooperate in specifying the materials, design, and location of Landfill Gas collectors for the Collection System to satisfy Applicable Law. No structures, improvements, or facilities relating to the Collection System shall be constructed, erected, altered or made within the Site or the Landfill by BOWERMAN POWER without prior written consent or approval of the Director of OC WASTE & RECYCLING or designee, which consent shall not be unreasonably withheld, conditioned or delayed.

1.10 OPERATION AND MAINTENANCE OF THE COLLECTION AND CONVERSION SYSTEMS

(a) In operating and maintaining the Collection System and constructing, equipping, operating and maintaining the Conversion System, BOWERMAN POWER shall use reasonable care and diligence and shall perform all work in a proper and workmanlike manner and BOWERMAN POWER agrees to conduct its operations in full compliance with Applicable Law and so as not to unreasonably interfere with the use of the Landfill for sanitary landfill operations. BOWERMAN POWER’s operation and maintenance duties for the Collection System shall be as detailed in Exhibit C-3 attached hereto and BOWERMAN POWER shall perform the Routine Operations, Repair and Maintenance as assigned in Exhibit C-3(A) attached hereto, at the sole expense of BOWERMAN POWER. COUNTY agrees to use its best efforts to supervise the equipment operators employed at the Landfill and to instruct them not to damage any wells, piping, or other material or equipment installed at the Landfill which may extend above the surface of the Landfill during either normal day-to-day operations or during any operations in which the Landfill is brought up to its final grade.

(b) To the extent that any damage occurs to all or any part of any of the systems on the Site, specifically the Conversion System, Condensate System, the Collection System, the Flare Facility described in Section 1.11(a) below or the Utility Interface, each party shall pay for the cost of any and all damage that is the fault of that party, or caused by any Affiliate, sublessee or sublicensee, assignee, representative, contractor, agent, licensee, or invitee of that party. Nothing herein shall be construed as limiting either party’s right to pursue all other available rights at law or in equity.

1.11 OPERATION AND MAINTENANCE OF FLARE FACILITY AND CONDENSATE SYSTEM

(a) In order to allow COUNTY to comply with Applicable Law with respect to its operations at the Landfill, BOWERMAN POWER shall convey any Landfill Gas within the Collection System not being used by any Conversion System to the Flare Facility. BOWERMAN POWER agrees to consume or flare Landfill Gas as necessary to maintain COUNTY compliance with Applicable Law concerning Landfill Gas through the term of this Agreement.

(b) (i) BOWERMAN POWER shall perform the Routine Flare Facility and Condensate System Operation and Maintenance assigned to it in Exhibits C-1 and
C-2 attached hereto. All duties assigned to BOWERMAN POWER, as set forth in Exhibit C-1 and C-2, shall be performed at BOWERMAN POWER’s sole expense.

(ii) BOWERMAN POWER shall perform the Major Maintenance on the Flare Facility assigned to it in Exhibit C-1 attached hereto, at the sole expense of BOWERMAN POWER.

(iii) BOWERMAN POWER shall perform the Major Maintenance on the Condensate System assigned to it in Exhibit C-2 attached hereto at the sole expense of BOWERMAN POWER.

(c) As part of its obligation to operate and maintain the Flare Facility under this Section 1.11, BOWERMAN POWER shall purchase or otherwise provide all electricity necessary to operate the Flare System and install any metering necessary to do so. Such electricity shall be of utility standard quality and shall be separately metered. All costs of providing such electricity under this Section 1.11(c), including, but not limited to the purchase and installation of necessary capital items, shall be paid for by BOWERMAN POWER.

1.12 DUTIES OF BOWERMAN POWER

(a) Generally, BOWERMAN POWER shall keep and maintain the Site, Flare Facility, Condensate System and Collection System and all improvements of any kind which may be erected, installed, or made thereon in good condition and in good repair and in a safe, clean, and sanitary condition, all as set forth in Exhibits C-1, C-2 and C-3 attached hereto, and properly handle any Hazardous Material generated or brought into the Landfill by or at the request of BOWERMAN POWER, subject to the other terms of this Agreement. BOWERMAN POWER shall keep and maintain the aesthetics of the Site consistent with the COUNTY premises as they relate to the general style and color scheme where applicable, as reasonably determined by the Director of OC Waste & Recycling. In addition, BOWERMAN POWER shall pay particular attention to odor, fumes, light and sound as they relate to the duties described in this Agreement and work with the COUNTY to develop procedures for when complaints are received. These procedures are to become part of the BOWERMAN POWER System Maintenance Manual. BOWERMAN POWER shall employ, or otherwise obtain the services of, experienced Landfill Gas to energy personnel to assist BOWERMAN POWER in performing its obligations under this Agreement. Specifically, subject to the terms and conditions of this Agreement, BOWERMAN POWER will perform the following duties during the term of this Agreement:

(i) Provide routine operation and maintenance, Major Maintenance and capital improvements as provided in this Agreement.

(ii) Treat and dispose of all Condensate separated or collected from the Collection System, Flare Facility and the Conversion System at BOWERMAN POWER’s expense so that such Condensate satisfies the requirements of Applicable Law, including delivery of adequate Landfill Gas to the Flare Facility as described in Section 1.11(a) to the extent needed to dispose of Condensate through injection into the Flare Facility; provided that, notwithstanding anything in this Agreement to the
contrary, BOWERMAN POWER shall have no obligation to handle or dispose of Condensate that can be or will be classified as Hazardous Material, unless (x) the Condensate has been made a Hazardous Material by a treatment or process performed by BOWERMAN POWER or by the Conversion System or (y) such Condensate is readily treatable on site without any excessive expense (not to exceed $5,000 annually, escalating no more than 1.5% annually), such as a pH adjustment.

The COUNTY, at its option, may treat and use Condensate for dust control.

(iii) BOWERMAN POWER is responsible to provide all monitoring and testing with analysis as required by Applicable Law for the Landfill Gas (with the exception of the testing associated primarily with the Landfill, such as SCAQMD 1150.1 monitoring and testing requirements). The frequency, constituents and methods monitored and or tested may change as required by Applicable Law or the current permit.

(iv) Perform its duties hereunder in accordance with Applicable Law related to BOWERMAN POWER’s operations.

(v) Reimburse COUNTY for Major Maintenance and capital additions with respect to the Collection System in accordance with Section 1.9(e) herein.

(vi) Prepare and present to the COUNTY for review and approval, the BOWERMAN POWER System Maintenance Manual within ninety (90) days of the Effective Date of this Agreement and thereafter as it may be amended from time to time. The COUNTY has the right to request revisions annually.

A) BOWERMAN POWER shall within thirty (30) days of the Effective Date prepare and present to the COUNTY for review and approval, the Flare Facility and Collection System Operations and Maintenance procedures portion of BOWERMAN POWER’s System Maintenance Manual.

B) BOWERMAN POWER shall supply COUNTY with two (2) copies of the BOWERMAN POWER System Maintenance Manual as in effect from time to time, or whenever modified.

(vii) Perform all other duties and obligations of BOWERMAN POWER as specified in this Agreement.

(viii) Comply with all federal and state statutes and regulations regarding the employment of aliens.

(ix) Comply with all aspects of Applicable Law.

(x) Participate in monthly coordination meetings (via telephone or in-person) between COUNTY staff and BOWERMAN POWER management (routine management participation at the discretion of BOWERMAN POWER unless specifically requested to attend by the COUNTY) and/or on-site field and Conversion System personnel.
(xi) Pay fees associated with burning the Landfill Gas as they relate to air emissions, typically known as the Annual Emission Fees from the SCAQMD.

(xii) Maintain, repair and generally keep in a good and safe condition as per the standards for a private road, the portions of the access road located within the boundaries of the Site at the sole cost of BOWERMAN POWER.

(xiii) Provide copies of all Energy Agreements with a duration of more than one (1) year to COUNTY by BOWERMAN POWER within thirty (30) days of execution of any such Energy Agreements (see also Section 1.8 (c)).

(xiv) In the event there is Excess Gas available, BOWERMAN POWER and COUNTY agree to explore Commercially Reasonable options for the production and sale of electricity by BOWERMAN POWER to COUNTY from an expansion project or the self-generation of electricity by COUNTY for use by COUNTY for its’ administrative needs on the Landfill.

(b) Representatives. BOWERMAN POWER shall designate in writing to the Director of OC WASTE & RECYCLING an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order. COUNTY shall designate in writing to BOWERMAN POWER a representative who shall be responsible for interfacing with BOWERMAN POWER as to the day-to-day operations on the Site.

(i) The BOWERMAN POWER representative acting in the capacity of Landfill Gas Collection System supervisor or equivalent position shall have at least 5 years’ experience in the operations and maintenance of a Landfill Gas Collection System and within one year of assignment to the Landfill shall have successfully completed at a minimum the SWANA Landfill Gas Systems Operations and Maintenance and or Landtec Technician Landfill Gas Training course or equivalent.

(ii) The BOWERMAN POWER representative(s) acting in the capacity of Landfill Gas Collection System technician or equivalent position within one year of assignment to the Landfill shall have successfully completed at a minimum the SWANA Landfill Gas Basics course or equivalent.

(iii) If an inadequate, improper or delayed action on the part of BOWERMAN POWER staff results in a regulatory violation or fine, the parties agree to work together to first identify and then correct the root cause of any such inadequate, improper or delayed action. This correction would include but not be limited to; changing of policies, additional training, re-training or the replacement of the responsible BOWERMAN POWER staff member. The COUNTY may request the replacement of a BOWERMAN POWER staff member only after a second regulatory violation or fine has been attributed to
the BOWERMAN POWER staff member’s inadequate, improper or delayed action and only after a joint investigation by both parties; provided however, that the COUNTY may request that BOWERMAN POWER immediately remove a staff member in the event of negligence which results in a regulatory violation or fine or willful misconduct of such staff member as reasonably determined by the COUNTY.

(iv) If the COUNTY has evidence that BOWERMAN POWER’s operation and maintenance of the Collection System, Flare Facility and/or Condensate System is (a) not in compliance with Applicable law, (b) not in compliance with the manufacturers recommendations, (c) not within the operating parameters as reasonably defined by the COUNTY or (d) not within Commercially Reasonable standards, then the COUNTY may request BOWERMAN POWER to engage, at BOWERMAN POWER’s sole cost, an independent consultant to review and audit BOWERMAN POWER’s compliance with its’ operation and maintenance obligations under this Agreement. Such requests will be limited to once per calendar year and the independent consultant shall be selected by BOWERMAN POWER with approval from the Director of OC Waste & Recycling which approval shall not be unreasonably withheld or delayed. The parties agree to review the findings and implement agreed upon recommended changes to BOWERMAN POWER’s System Maintenance Manual and or take appropriate action as per Section 1.12(b)(iii) above.

(c) Failure to Maintain. If BOWERMAN POWER fails to maintain or make repairs or replacements as required of BOWERMAN POWER herein, the Director of OC WASTE & RECYCLING shall notify BOWERMAN POWER in writing of the failure. Should BOWERMAN POWER fail to commence correction of the situation within three (3) business days (or such earlier time as may be required by Applicable Law) after receipt of written notice, the Director of OC WASTE & RECYCLING may make the necessary correction or cause it to be made and the cost of labor, materials, and equipment shall be paid by the party responsible therefore as per Sections 1.9, 1.10 and 1.11 within ten (10) days of receipt of a statement of said cost from the Director of OC WASTE & RECYCLING. The Director of OC WASTE & RECYCLING may choose other remedies available herein, or by law.

(d) Further Improvements. Within sixty (60) days following completion of any substantial improvement within the Site and/or Landfill, pursuant to Sections 1.8 and 1.9 by BOWERMAN POWER, BOWERMAN POWER shall furnish the Director of OC WASTE & RECYCLING with one (1) complete set of reproducibles and two (2) sets of prints of “as-built” plans. In addition, BOWERMAN POWER shall furnish the Director of OC WASTE & RECYCLING with an itemized statement of the actual construction cost of COUNTY requested improvements to be paid by COUNTY. The statement of cost shall be sworn to and signed by BOWERMAN POWER or its responsible agent under penalty of perjury and may be subject to audit by COUNTY.

(e) Landscaping. BOWERMAN POWER shall, upon written request from the Director of OC WASTE & RECYCLING, install and maintain such landscaping as may be
reasonably required for adequate screening of BOWERMAN POWER’s facilities and appurtenant equipment.

(f) Sale of Covered Products. BOWERMAN POWER shall, itself or through an Affiliate, exercise Commercially Reasonable efforts to acquire and sell, or otherwise extract the maximum value from the Landfill Gas, Covered Products and the Flare Products while minimizing any adverse impact on the Landfill and Landfill operations. Among other things, BOWERMAN POWER shall, at its sole cost and expense: (1) prepare and file any document, application, registration or certificate; (2) institute or prosecute any proceeding, hearing, action or make any claim before any governmental agency or body; (3) negotiate any contract, agreement or other arrangement, or (4) take any and all other action that BOWERMAN POWER deems necessary or advisable with respect to the identification, acquisition or sale of any such Covered Product; provided, however that no document shall be filed or action taken by BOWERMAN POWER in the name of COUNTY without COUNTY’s prior written approval. Nothing herein shall be deemed as an obligation of BOWERMAN POWER to identify or pursue any particular opportunities with respect to Covered Products. BOWERMAN POWER shall have discretion to determine which Covered Products shall be identified and commercialized and there shall be no penalty or liability imposed on BOWERMAN POWER for its failure, or unsuccessful attempt, to identify and commercialize any particular Covered Product or to receive any particular value for any Covered Product. Notwithstanding anything contrary contained herein, COUNTY shall cooperate in good faith with BOWERMAN POWER with respect to matters undertaken by BOWERMAN POWER pursuant to this Section 1.12(f). Such cooperation shall include, but not be limited to, COUNTY’s execution of applications, certificates, filings, agreements and other documents as BOWERMAN POWER may reasonably request, provided, however, that COUNTY has reviewed and approved any such document and that execution of such document imposes no liability upon COUNTY, unless COUNTY, at its sole discretion, agrees to execute such document notwithstanding such liability.

(g) Engagement of Third Parties. Subject to the consent or other approval of the Director of OC WASTE & RECYCLING as required or permitted herein, BOWERMAN POWER may engage such persons and entities (including Affiliates of BOWERMAN POWER) as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement; provided, however, that no such engagement shall relieve BOWERMAN POWER of any of its obligations or liabilities under this Agreement. BOWERMAN POWER, shall be solely responsible for the acts or defaults of its subcontractors and its agents, representatives and employees, including all persons and entities engaged pursuant to this Section 1.12(g). Nothing in this Agreement shall be construed to impose on COUNTY any obligation, liability or duty to an Affiliate, assignee, sublessee, sublicense, or subcontractor engaged pursuant to this Section 1.12(g), or to create any contractual relationship between any such entity or subcontractor and COUNTY. In the event that BOWERMAN POWER subsequently determines to employ a third-party operator or contractor to provide operations and maintenance services for BOWERMAN POWER hereunder, such third-party operator or contractor must be approved by the Director of OC WASTE & RECYCLING, which approval shall not be unreasonably withheld or delayed.
(h) **Health and Safety**

(i) BOWERMAN POWER will comply with all Applicable Laws relating to health and safety pertaining to its business operations. See also Exhibit E.

(1) For the purposes of this Agreement as it relates to noise requirements, the parties agree the Conversion Facility will not interfere with the operations of the Landfill.

(ii) BOWERMAN POWER will submit a copy of the Health and Safety Plan to the OC WASTE & RECYCLING Safety Officer within thirty (30) days after the Effective Date of the Agreement and within thirty (30) days whenever it is modified. Exhibit E outlines the minimum requirements, as known to the OC WASTE & RECYCLING Safety Officer as of the Effective Date of this Agreement, for COUNTY approval of the Health and Safety Plan. The COUNTY’s acceptance/concurrence of BOWERMAN POWER’s Health and Safety Plan does not relieve or transfer any such responsibilities to the COUNTY.

(iii) BOWERMAN POWER shall maintain an Orange County Fire Authority approved Hazardous Materials disclosure plan on Site as required by Applicable Law as soon as the Site becomes subject to such requirements. BOWERMAN POWER will provide a copy to the COUNTY within thirty (30) days of such requirement and within thirty (30) days whenever it is modified.

(i) Effective as of the Effective Date, BOWERMAN POWER shall reimburse COUNTY for any documented external third party costs reasonably incurred by COUNTY in the negotiation, preparation or delivery of this Agreement or any amendments thereto initiated or requested by BOWERMAN POWER. BOWERMAN POWER shall pay such costs within thirty (30) days of receipt of an invoice and proper supporting documentation from COUNTY.

1.13 **COMBUSTION CONTROL**

(a) BOWERMAN POWER shall operate the Collection System in accordance with Applicable Law, including but not limited to, U.S. Environmental Protection Agency New Source Performance Standards to avoid the ignition of Landfill fires.

(b) In the event Carbon Monoxide (CO) levels increase over established baseline levels as reported in the FLARE STATION DAILY TOTAL FLOW & HEAT INPUT LOG and as stated in the BOWERMAN POWER System Maintenance Manual, BOWERMAN POWER will immediately begin taking additional CO readings throughout the Collection System in an effort to identify the source of the higher than normal CO levels. Once the source is located, the source(s) will be either isolated or adjusted to reduce the possibility of a fire until such a time as the increased CO levels have decreased to baseline or below.
(c) In the event of a fire in the refuse-filled portion of the Landfill, BOWERMAN POWER will follow the emergency response plan, which includes the Standard Procedures for Elevated Subsurface Temperature Monitoring and Control, provided to it by COUNTY and will take such steps as COUNTY requests so as to allow such fires to be extinguished as soon as practicable. To the extent possible, BOWERMAN POWER will isolate any collection wells that are part of the Collection System located in the area in which any such fire is occurring and close off such wells from operating with the remainder of the Collection System until any such fire is extinguished so as to minimize the potential for air to be drawn into the area of the Landfill where the fire is located. Such actions shall be in accordance with Applicable Law.

Following any actions taken by the parties to extinguish any fire in the refuse filled portion of the Landfill, BOWERMAN POWER shall monitor and conduct tests of the temperature and CO levels in the immediate area of the fire in order to assess the effectiveness of control measures taken by BOWERMAN POWER and the COUNTY to extinguish such fire. BOWERMAN POWER shall promptly provide copies of such test data to COUNTY. The cost of the samples to be tested at a laboratory for any given fire shall be paid for by BOWERMAN POWER. Once both parties agree the laboratory tests show the fire to be extinguished, any subsequent requests by COUNTY for laboratory tests for the same fire shall be paid for by COUNTY.

1.14 TERMINATION RIGHTS

(a) Default by BOWERMAN POWER. COUNTY shall have the right (in addition to any other rights it may have under this Agreement, at law or in equity), to terminate this Agreement:

(i) If BOWERMAN POWER fails to timely pay any sums due to COUNTY under this Agreement and fails to cure such failure within thirty (30) days after COUNTY gives written notice of default to BOWERMAN POWER;

(ii) If BOWERMAN POWER defaults in the performance of any other material obligation of this Agreement either by action or inaction and/or causes the Landfill to be out of compliance with Applicable Law and fails to cure same within ninety (90) days after COUNTY gives written notice of default to BOWERMAN POWER, unless such default is excused by the provisions of Section 2.14 (Force Majeure);

(iii) If BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) fails to pay its undisputed debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors;

(iv) If a case is commenced by or against BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) under Title 11 of the United States Bankruptcy Code as now in force or hereafter amended and if the same is not dismissed within ninety (90) days;
(v) If a trustee or receiver is appointed to take possession of substantially all of BOWERMAN POWER’s interest in this Agreement, where such seizure is not discharged within ninety (90) days;

(vi) If BOWERMAN POWER or GSF, only as it relates to GSF as per Section 1.16 (g) convenes a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Agreement nor any interests of BOWERMAN POWER in and to the Landfill shall become an asset in any such proceeding and, in such event, in addition to any and all rights and remedies of the COUNTY hereunder and by law, it shall be lawful for COUNTY to declare the term of this Agreement ended and to re-enter the Site and take possession thereof and remove all persons therefrom, and BOWERMAN POWER and its unsecured creditors (other than COUNTY) shall have no further claim thereon or hereunder other than with respect to BOWERMAN POWER’s assets remaining on the Landfill; or

(vii) If BOWERMAN POWER fails to construct additional Flare Facilities as required by Section 1.9(a).

(viii) If, after the Commercial Operations Date, BOWERMAN POWER fails to produce and sell commercial quantities of Covered Products for a period of twelve (12) consecutive months (subject to the provisions of Section 2.14, Force Majeure);

(ix) If any records, financial reports and or certifications related to the calculation of the royalty payment due the COUNTY is found to be materially false and BOWERMAN POWER does not correct it and pay the COUNTY any payments in arrears within ninety (90) days after written notice from the COUNTY.

(b) Default by COUNTY. BOWERMAN POWER shall have the right (in addition to any other right they may have at law or in equity) to terminate this Agreement:

(i) If COUNTY fails timely to pay any sums due to BOWERMAN POWER under this Agreement and fails to cure such failure within thirty (30) days after BOWERMAN POWER gives written notice of default to COUNTY;

(ii) If COUNTY defaults in the performance of any other material obligation of the Agreement and fails to cure same within ninety (90) days after BOWERMAN POWER gives written notice of default to COUNTY, unless such default is excused by the provisions of Section 2.14 (Force Majeure);

(iii) If COUNTY fails to pay its undisputed debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors;
(iv) If a case is commenced by or against COUNTY under Title 11 of the United States Bankruptcy Code as now in force or hereafter amended and if the same is not dismissed within ninety (90) days;

(v) If a trustee or receiver is appointed to take possession of substantially all of COUNTY’s interest in this Agreement, where such seizure is not discharged within ninety (90) days; or

(vi) If COUNTY convenes a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts.

(c) Default by Either Party. In the event of default by any party for nonpayment of sums due under this Agreement, the other party shall have the right to commence legal action to recover all sums due hereunder, including late fees under Section 2.3, the later of forty-five (45) days after such sums become due under this Agreement, or 30 days after the expiration of any cure period allowed for under this Agreement. Notwithstanding any provision to the contrary herein, no party shall have any right to set off any sums due or otherwise alleged to be due hereunder from moneys due the other party.

(d) Damages. In the event of the termination of this Agreement as set forth, authorized or permitted herein prior to BOWERMAN POWER constructing Flare capacity in order to consume all Landfill Gas reasonably projected to be recovered at the Landfill during the five (5) years following said termination and in addition to any other rights and remedies the COUNTY may have under this Agreement or at law, BOWERMAN POWER shall promptly pay COUNTY the sum of One Million Five Hundred Thousand Dollars ($1,500,000) toward the cost for the necessary Flare improvements to meet said requirements. Beginning in year eleven (11) after the Commercial Operation Date, this amount shall be adjusted annually as per the Cost Index, but in no case shall the amount 1) be less than $1,500,000 or 2) adjust by more than five percent (5%) in any one year. BOWERMAN POWER shall further be responsible for 50% of any penalties or fines imposed by regulatory agencies caused by emission control devices not being installed and operating to satisfy all regulatory requirements until said necessary Flare improvements are in full operation. In the event BOWERMAN POWER has paid the COUNTY the full amount as above at least 30 months prior to the mutually agreed date the Flare installation is required to be operational, BOWERMAN POWER’s obligations under this Section 1.14(d) shall have been satisfied.

(e) Termination Right of BOWERMAN POWER. BOWERMAN POWER shall have the right to terminate this Agreement upon ninety (90) days written notice whenever, in the sole judgment of BOWERMAN POWER, Covered Products can no longer be sold in Commercial Quantities. Prior to enacting this clause, BOWERMAN POWER shall leave the Landfill with enough fully operable Flare capacity to meet the requirements of law or regulatory agencies to consume all Landfill Gas reasonably projected to be produced during the five (5) years
following said termination or deposit monies as required per Section 1.14(d) of this Agreement.

1.15 SURRENDER OF POSSESSION

On the expiration of the Term of this Agreement, or this Agreement’s sooner termination, BOWEGERMAN POWER shall quietly and peaceably relinquish its rights to utilize the Site to COUNTY, and, if requested by COUNTY, shall cause a good and sufficient quitclaim deed to be recorded in Orange County, California, in which the Landfill is located.

(a) BOWEGERMAN POWER shall notify COUNTY, no later than 6 months prior to expiration of this Agreement or within sixty (60) days of any termination of this Agreement, of BOWEGERMAN POWER’s intention to either remove or abandon the above-ground property, fixtures, and improvements owned by BOWEGERMAN POWER which BOWEGERMAN POWER has placed on the Landfill. BOWEGERMAN POWER shall within six (6) months after said expiration or termination a) remove such above-ground property if (i) BOWEGERMAN POWER notifies the COUNTY of its intention to remove such above-ground property or (ii) COUNTY requests that such above-ground property be removed, and b) clean up any contamination of the Site caused by BOWEGERMAN POWER. In the event of a dispute as to the source of the contamination, reasonable exploratory costs to determine the source of the contamination shall be borne by the party ultimately determined to be responsible for the contamination. The COUNTY shall have the right to assume the interconnect agreements for any utility improvements (water, sewer and power), installed by BOWEGERMAN POWER. BOWEGERMAN POWER shall make reasonable efforts to ensure the COUNTY acquires these assumption rights, subject to any approval rights of the counterparty. BOWEGERMAN POWER and COUNTY shall mutually agree on the final Site configuration. The Site surface shall be left in a regulatory compliant manner unless waived by the Director of OC Waste & Recycling due to impending landfill operations.

(b) Within ninety (90) days of the Commercial Operation Date, BOWEGERMAN POWER shall select an engineering firm acceptable to the COUNTY to develop an appropriate estimate to decommission the Conversion System taking into consideration the approximate time value of money at the conclusion of the Term of this Agreement. BOWEGERMAN POWER shall provide a surety bond for said decommissioning cost estimate within 30 days of the determination, but no later than one hundred twenty (120) days from the Commercial Operation Date. Said surety bond shall be in form acceptable to the COUNTY and shall remain in effect until released by the COUNTY and only after BOWEGERMAN POWER has left the Site in a condition in compliance with the parameters of Section 1.15(a) and acceptable to the Director of OC Waste & Recycling using a Commercially Reasonable standard of review.

(c) BOWEGERMAN POWER shall leave the Landfill with fully operable Flare capacity adequate to meet Applicable Law in order to consume all Landfill Gas reasonably
projected to be recovered as per Exhibit G, or as amended, at the Landfill during the five (5) years following the expiration or termination of this Agreement.

1.16 ASSIGNMENTS

(a) Restrictions on Assignment by BOWERMAN POWER. BOWERMAN POWER may not sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld or delayed, except as follows:

1. BOWERMAN POWER may sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder to an Affiliate that is controlled by Montauk.

2. BOWERMAN POWER may sell, assign, pledge or transfer this Agreement or any interest BOWERMAN POWER may have hereunder to one or more lenders (or such lenders’ trustee or agent) as collateral security for any financing provided, directly or indirectly, by such lender(s) in connection with the construction, ownership or operation of BOWERMAN POWER’s facilities located on the Landfill.

Unless specifically agreed in writing by COUNTY, any sale, assignment, pledge or transfer by BOWERMAN POWER as contemplated by Section 1.16(a)(1) or (2) above, or otherwise as may be consented to by COUNTY, shall not be construed to relieve BOWERMAN POWER of any of its obligations under this Agreement, nor shall any such sale, transfer, pledge or assignment be deemed to modify or otherwise affect any of COUNTY’s rights hereunder.

(b) Ownership of BOWERMAN POWER. As of the Effective Date, 100% of the membership interests of BOWERMAN POWER are owned by GSF. GSF agrees that it will not sell, assign, pledge or transfer any of the membership interests of BOWERMAN POWER without the prior written consent of COUNTY, which consent shall not be unreasonably withheld or delayed, except as follows:

1. GSF may transfer membership interests of BOWERMAN POWER to an Affiliate that is controlled by Montauk.

2. GSF may pledge, assign or otherwise transfer membership interests of BOWERMAN POWER to one or more lenders (or such lenders’ trustee or agent) as collateral security for any financing provided, directly or indirectly, by such lender(s) in connection with the construction, ownership or operation of BOWERMAN POWER’s facilities located on the Landfill.

Unless specifically agreed to in writing by COUNTY, any sale, assignment, pledge or transfer by GSF of membership interests of BOWERMAN POWER as contemplated by Section 1.16(b)(1) or (2), or otherwise as may be consented to by COUNTY, shall not be construed to relieve BOWERMAN POWER of any of its obligations under this Agreement, nor shall any such sale, transfer, pledge or assignment be deemed to modify or otherwise affect any of COUNTY’s rights hereunder.
For the avoidance of doubt, the parties hereto contemplate that GSF and its Affiliates (excluding, for this purpose, BOWERMAN POWER) may find it necessary or desirable to provide equity participations in GSF (or such Affiliates) or to provide other financial accommodations or incentives in order to induce financing parties to provide financing in connection with the construction, ownership or operation of BOWERMAN POWER’s facilities located on the Landfill. Accordingly, COUNTY acknowledges that direct or indirect changes in ownership of GSF (and/or such Affiliates including Montauk) including any sale of GSF or other financial accommodations or incentives provided by GSF (and/or such Affiliates including Montauk), shall not require the consent of the COUNTY.

(c) **Information.** In the event that BOWERMAN POWER sells, transfers, pledges or assigns this Agreement or any interest it may have herein as contemplated by Section 1.16(a)(1) or (2) or Section 1.16(b)(1) or (2), or otherwise requests that COUNTY approve any other sale, transfer, pledge or assignment of this Agreement or any interest of hereunder, then BOWERMAN POWER will provide such information about the purchaser, transferee, pledgee or assignee as COUNTY may reasonably request. In the event of a BOWERMAN POWER assignment which requires the approval of the COUNTY as per above, BOWERMAN POWER shall pay to the COUNTY an Assignment Fee in the amount of Fifty Thousand dollars ($50,000) by the effective date of the assignment (“Assignment Fee”).

(d) **Assignment by COUNTY.** COUNTY may sell, transfer, pledge or assign this Agreement, or any of its rights hereunder, to any third party without the consent of BOWERMAN POWER, provided however that if at the time of such sale, transfer, pledge or assignment, such third party is engaged in the business of generating and selling electricity (or other Covered Products) from Landfill Gas or is otherwise a competitor of BOWERMAN POWER, the COUNTY shall obtain the prior written consent of BOWERMAN POWER, which consent shall not be unreasonably withheld or delayed.

(e) **Cooperation in Financing.** In the event that BOWERMAN POWER enters into a financing transaction contemplated by Section 1.16(a) (2), then COUNTY shall, upon the request of BOWERMAN POWER, cooperate with BOWERMAN POWER in order to deliver such customary additional documentation as the financing parties may reasonably request in order to effectuate such financing transaction. Such additional documentation may include the following (without limitation):

1. An acknowledgement by COUNTY of the sale, transfer, pledge or assignment;

2. An estoppel certificate confirming the absence of breaches of this Agreement by BOWERMAN POWER or COUNTY, and

3. An agreement under which COUNTY will provide to the financing party (i) notices of default and/or termination of this Agreement, (ii) upon default by BOWERMAN POWER under this Agreement, rights of the financing party to cure such defaults and otherwise perform the obligations of BOWERMAN
POWER hereunder, (iii) upon default by BOWERMAN POWER with respect to that financing transaction, “step-in” rights of the financing party (or an assignee of that financing party that is experienced in Landfill Gas to energy operations) to assume the rights and obligations of BOWERMAN POWER under this Agreement, and (iv) the right of the financing party to receive direct payment of any amounts due to BOWERMAN POWER from COUNTY.

(f) **Continued Obligation.** Notwithstanding any provision of this Agreement to the contrary, BOWERMAN POWER at all times shall remain liable for all acts, actions, inactions, obligations, duties and liabilities related in any way to this Agreement, unless otherwise expressly released in writing by the COUNTY. Unless otherwise expressly agreed to by the COUNTY in writing, the COUNTY will look to and communicate directly with BOWERMAN POWER with respect to all matters (including, without limitation, all payment obligations and events of default) under this Agreement and will not have any obligation to communicate with any Affiliate, assignee, sublessee, sublicensee or GSF.

(g) **Guaranty.** As an inducement for the COUNTY consenting to the assignment from GSF to BOWERMAN POWER, GSF hereby guarantees to the COUNTY the full and prompt payment when due of all of the obligations of BOWERMAN POWER arising under the Agreement (the “Obligations”). GSF hereby agrees as follows:

1. GSF agrees that its guaranty of the Obligations hereunder is independent of the obligations of BOWERMAN POWER under the Agreement and that, if any default occurs hereunder, a separate action or actions may be brought and prosecuted against GSF whether or not BOWERMAN POWER is joined therein.

2. GSF agrees that the COUNTY may enforce this guaranty, at any time and from time to time, without the necessity of proceeding against BOWERMAN POWER. GSF hereby waives the right to require the COUNTY to proceed against BOWERMAN POWER, to exercise any right or remedy under the Agreement or to pursue any other remedy or to enforce any other right.

3. GSF will continue to be subject to this guaranty notwithstanding: (i) any modification, agreement or stipulation between the COUNTY and BOWERMAN POWER, or their respective successors and assigns, with respect to the Agreement or the Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in the Agreement or any modification thereof, other than a full and indefeasible waiver by COUNTY of all obligations of BOWERMAN POWER under the Agreement; or (iii) any release of BOWERMAN POWER from any liability other than a full and indefeasible release by COUNTY of all obligations of BOWERMAN POWER under this Agreement.

(h) **Termination of Guaranty.** This guaranty shall be valid and enforceable and shall not terminate until the earlier to occur of (i) the expiration or termination of this Agreement in accordance with its terms or (ii) the date at which BOWERMAN POWER exhibits a net worth in the amount of twelve million five hundred thousand ($12,500,000) dollars. GSF will provide the
COUNTY with sixty (60) days written notice of the occurrence of (ii) above and (ii) shall not be effective until the expiration of such sixty (60) day period.

1.17 REGULATION OF BOWERMAN POWER

BOWERMAN POWER is not a public utility and does not intend to dedicate to public use any of its facilities or the Landfill Gas or Energy recovered or produced from the Landfill. Nothing contained in this Agreement shall be deemed a dedication by BOWERMAN POWER to the public of any of its facilities or the Landfill Gas or Energy. If any regulatory body shall at any time assert jurisdiction over BOWERMAN POWER or any Affiliate thereof as a public utility by reason of this Agreement, BOWERMAN POWER shall have the right at such time, upon thirty (30) days’ written notice to COUNTY, to terminate this Agreement.

1.18 SURVIVAL

The provisions of Sections 1.11(b) (i), 1.14 (d), 1.14 (e), 1.15, 2.4, 2.7, 2.8, 2.9, 2.11, 2.13, 2.19, 2.31, 2.33 and 2.34 shall survive the termination, cancellation or expiration of this Agreement and such provisions shall apply to the full extent permitted by law.

1.19 NOTICES

Any notice, claim (other than as required pursuant to California Government Code Section 900 et seq.), request or demand required or permitted hereunder shall be in writing and shall be deemed given on the date received if delivered personally, on the date transmitted if sent by telecopy, or three days after the date mailed if sent by registered or certified mail, postage prepaid to the addresses indicated below:

TO: COUNTY

County of Orange
Director, OC Waste & Recycling
300 North Flower Street,
Suite 400
Santa Ana, CA 92703
Phone: (714) 834-4000
Fax: (714) 834-4183

TO: BOWERMAN POWER

Bowerman Power LFG, LLC
c/o Montauk Energy Holdings, LLC
680 Andersen Drive
Foster Plaza 10, 5th Floor
Pittsburgh, PA 15220
Attn: President
Phone: (412) 747-8700
Fax: (412) 921-2847

Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

2.1 SUBLEASES

BOWERMAN POWER shall not enter into any subleases to this Agreement of any kind without prior written approval of the Director of OC Waste & Recycling which approval shall not be unreasonably conditioned, delayed, withheld or denied. Any sublease entered into without the prior written approval of the Director of OC Waste and Recycling shall be held null and void.
2.2 PROCEDURE FOR PAYMENT OF COMPENSATION TO COUNTY

(a) **Timing.** Subject to Section 2.14 (Force Majeure), payments provided for in Section 1.4 (Compensation to the COUNTY) shall be payable in arrears by the end of each month following each calendar quarter (April 30, July 31, October 31 and January 31), and payments provided for in Section 1.9(e) (Collection System Improvement Reimbursement) shall be payable in arrears on or before the thirtieth (30th) day following the receipt by BOWERMAN POWER of the statement described in Section 1.9(e).

(b) **Location for Payment.** Payments due to COUNTY under this Agreement shall be mailed to the COUNTY at the following address: County of Orange, Office of the Auditor-Controller, P.O. Box 1955, Santa Ana, California 92702. The designated place of payment and filing may be changed at any time by COUNTY upon thirty (30) days’ written notice to BOWERMAN POWER. Payments may be made by check payable to the **County of Orange.** Upon request of the COUNTY Auditor-Controller, BOWERMAN POWER agrees to use wire or other means of electronic funds transfer as the means for payment to the COUNTY. BOWERMAN POWER assumes all risk of loss if payments are made by mail.

(c) **Payment Terms.** All sums due under this Agreement shall be paid in lawful money of the United States of America, without offset or deduction (except as provided in Section 2.40) or prior notice or demand, except as otherwise allowed by law or this Agreement. No payment by BOWERMAN POWER or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY’s right to recover the balance of the amount due or pursue any other remedy in this Agreement.

2.3 CHARGE FOR LATE PAYMENT

BOWERMAN POWER and COUNTY hereby acknowledge that the late payment of any sums due under this Agreement will cause the COUNTY to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc. Accordingly, if any payment of any sum due to the COUNTY under this Agreement is not received by the COUNTY within thirty (30) days after the due date, a late charge of two percent (2.0%) of the payment due and unpaid shall be added to the payment, and the total sum shall become immediately due and payable to the COUNTY. An additional charge of eighty-three one-hundredths percent (0.83%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. Any and all payments (including partial payments) made by BOWERMAN POWER to the COUNTY must first be applied to any unpaid late charge(s) before reducing the payment (whether current or delinquent) due. BOWERMAN POWER and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that the COUNTY will incur by reason of a late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by the COUNTY shall in no event constitute a waiver of any default with respect to such overdue amount hereunder. The charges for late payment set forth in this Section 2.3 shall accrue and be
due and payable whether or not specifically referenced in any individual section of this Agreement.

2.4 RECORDS AND ACCOUNTS

(a) Records. BOWERMAN POWER shall, at all times during the Term of this Agreement, keep or cause to be kept in accordance with GAAP books, records, and accounts relating to its Landfill operations. Such records may be maintained for the term of this Agreement at BOWERMAN POWER’s offices located in Pittsburgh, Pennsylvania subject to the requirements of Section 2.4(d).

(b) Financial Reports. Within ninety (90) days after the end of each calendar year, BOWERMAN POWER shall at its own expense submit to Auditor-Controller a statement signed by the Chief Financial Officer certifying to COUNTY that all payments paid by BOWERMAN POWER to COUNTY pursuant to this Agreement during the prior calendar year were accurately determined in accordance with the provisions of this Agreement.

(c) Government Requests. Upon the request of Auditor-Controller, BOWERMAN POWER shall promptly provide, at BOWERMAN POWER’s expense, all available data to enable COUNTY to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Agreement and to BOWERMAN POWER’s use of the Site and Landfill.

(d) Examination and/or Audit. COUNTY shall, through its duly authorized agents or representatives, have the right to examine and audit books and records and supporting source documents of BOWERMAN POWER that are not Proprietary Information at any and all reasonable times for the purpose of determining the accuracy thereof, and of the quarterly statements of sales made and monies received. Said right shall not be exercised by Auditor-Controller more than once each accounting year.

The above-referenced books, records, and supporting source documents may be kept at BOWERMAN POWER’s offices located in Pittsburgh, Pennsylvania. The County Auditor-Controller, at BOWERMAN POWER’s request, and at said Auditor-Controller’s sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a different single location outside the limits of Orange County provided BOWERMAN POWER shall at its option, agree to pay all expenses including but not limited to reasonable transportation, food, and lodging necessary for Auditor-Controller to send a representative to audit books and records at such location outside of Orange County or all expenses to deliver the books, records and supporting source documents to COUNTY from a location outside of Orange County. If the books, records, and supporting documents are maintained outside of Orange County, upon notification of intent by COUNTY to audit, BOWERMAN POWER may request to deliver certified copies to a location specified by the COUNTY. Such request shall be subject to COUNTY approval, which shall not be unreasonably denied, delayed, or conditioned. The copies of the books of account and records and supporting documents so provided shall be accompanied by a certification by the Chief Financial Officer of BOWERMAN POWER that such copies are true and correct copies of the original books of account and records and supporting source documents.
The full cost of said audit, as determined by Auditor-Controller, shall be borne by BOWERMAN POWER if either or both of the following conditions exist:

(1) The audit reveals an underpayment of more than two percent (2%) between the payment due under Section 1.4 as reported and paid by BOWERMAN POWER in accordance with this Agreement and the payment due under Section 1.4 as determined by said audit; and/or

(2) BOWERMAN POWER has failed to maintain true and complete books, records, accounts, and supporting documents in accordance with this Agreement. The adequacy of records shall be determined in compliance with GAAP at the sole discretion of Auditor-Controller.

Otherwise, COUNTY shall bear the cost of said audit. Such data related to this Agreement shall include, if required, a detailed breakdown of BOWERMAN POWER’s receipts and expenses which affect such amounts paid to or by the COUNTY under this Agreement.

(e) Failure to Maintain and Keep Records. In addition to any other remedies available to COUNTY at law or in equity or under this Agreement, in the event BOWERMAN POWER fails to maintain and keep books, records, and accounts and/or source documents relating thereto in accordance with GAAP, or to make the same available to COUNTY for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to COUNTY regarding Gross Revenue and Flare Revenue required by this Agreement, COUNTY, at COUNTY’s option, may:

(1) Perform such examinations, audits, and/or investigations itself or through agents or employees as COUNTY and/or its auditors may deem appropriate to confirm the amount of compensation to COUNTY payable by BOWERMAN POWER under this Agreement and any and all costs and/or expenses incurred by COUNTY in connection therewith shall be promptly reimbursed to COUNTY by BOWERMAN POWER upon demand.

(2) Require that BOWERMAN POWER pay compensation to COUNTY based on COUNTY’s best good faith estimate of Gross Revenue and Flare Revenue from business operations conducted under this Agreement and any such determination made by COUNTY shall be conclusive and binding upon BOWERMAN POWER.

The above costs payable by BOWERMAN POWER shall include reimbursement to COUNTY of COUNTY-provided services, if any, at such rates as COUNTY may from time to time, in good faith, establish for such services. In the case of services provided by COUNTY’s employees, such rates shall be sufficient to reimburse COUNTY for employees’ salaries, including employee taxes and benefits and COUNTY’s overhead or, at COUNTY’s option, may be the rate for such services that would be charged by a qualified third party or parties, approved by COUNTY, if engaged by COUNTY to perform such services.
2.5 SECURITY DEPOSIT

A security deposit in an aggregate amount that, when combined with any other security deposit held by COUNTY hereunder or under the Original Agreement, equals One Hundred Thousand Dollars ($100,000) shall be provided to COUNTY within ten (10) days after the Effective Date. This amount shall be adjusted every three (3) years on January 1st as per the Cost Index, but in no case shall 1) the amount be less than $100,000 or 2) adjust by more than fifteen percent (15%) in any three year period. All or any portion of the principal sum shall be available unconditionally to Director of OC WASTE & RECYCLING for correcting any default, breach of this Agreement, or penalty or fine caused by the action or inaction of BOWERMAN POWER, its successors or assigns, or for payment of expenses incurred by COUNTY as a result of the failure of BOWERMAN POWER, its successors or assigns, to perform all terms, covenants, and conditions of this Agreement. In the event the Director of OC WASTE & RECYCLING withdraws any or all of the security deposit as provided herein, BOWERMAN POWER shall, within thirty (30) days of notification of any withdrawal by Director of OC WASTE & RECYCLING, accompanied with an explanation as to why such withdrawal was warranted under this Agreement, replenish the security deposit to maintain it at the most current calculated amount including any and all Cost Index adjustments. Failure to so shall be deemed a default and shall be grounds for immediate termination of this Agreement. Such security deposit shall be in the form, at the sole discretion of BOWERMAN POWER, of either cash or an irrevocable letter of credit, which shall be in a form and issued by a financial institution acceptable to COUNTY. COUNTY acceptance of same shall not be unreasonably withheld, conditioned or delayed. The security deposit shall be rebated, reassigned, released, or endorsed by Director of OC WASTE & RECYCLING to BOWERMAN POWER within thirty (30) days of the end of the term of this Agreement, provided BOWERMAN POWER has fully performed each and every material term, covenant, and condition of this Agreement. In the event BOWERMAN POWER terminates this Agreement prior to the completion of the Term of this Agreement BOWERMAN POWER shall forfeit this security deposit and the COUNTY shall have the right to retain it as an Early Termination Penalty unless such termination is due to a default by the COUNTY (“Early Termination Fee”).

2.6 ASSURANCE REGARDING CONSTRUCTION COMPLETION

(a) Prior to commencement of construction of approved facilities within the Site and Landfill by BOWERMAN POWER that relates to either (y) any Conversion System related construction project that exceeds $1,000,000 in cost, or (z) any other construction project that relates to facilities other than a Conversion System and that exceeds $250,000 in aggregate cost, BOWERMAN POWER shall furnish to COUNTY evidence that assures COUNTY that sufficient monies will be available to complete the proposed construction. The amount of money available shall be equal to the estimated cost of major equipment to be incorporated into the Conversion System and not otherwise fully paid for by BOWERMAN POWER prior to delivery of such equipment to the Site (“Equipment Bond”).

(b) In addition to the Equipment Bond, BOWERMAN POWER shall furnish to COUNTY a labor and material bond (“Labor & Material Bond”) in an amount not less than one-half (50%) of the total estimated cost of the labor and material component of the construction
projects described in Sections 2.6(a)(y) and (z). For the avoidance of doubt, the Labor & Material Bond shall not be duplicative of amounts covered under the Equipment Bond.

(c) Such evidence as required in 2.6(a) and (b), shall be in effect until COUNTY acknowledges, in the case of the Equipment Bond, satisfactory payment in full and delivery of equipment and, in the case of the Labor and Material Bond, satisfactory completion of construction; such acknowledgement not to be unreasonably withheld, conditioned or delayed and may take one of the following forms, at BOWERMANN POWER’s sole discretion:

(i) Completion bond issued to COUNTY as obligee;

(ii) Irrevocable letter of credit issued to COUNTY from a financial institution reasonably acceptable to the COUNTY;

(iii) Cash or other proof that BOWERMANN POWER has debt or equity financing commitments adequate to complete construction; or

(iv) Any combination of the above.

(d) All bonds must be issued and executed by an admitted surety insurer authorized to transact surety insurance in the State of California and issued in a form generally utilized by COUNTY for similar projects. All bonds shall insure faithful and full observance and performance by BOWERMANN POWER of all terms, conditions, covenants, and agreements relating to the construction of improvements within the Site and/or Landfill. If the surety is unacceptable to the Director of OC WASTE & RECYCLING, BOWERMANN POWER shall promptly furnish such additional surety as may be required by the Director of OC WASTE & RECYCLING to protect the interest of the COUNTY. The Director of OC WASTE & RECYCLING shall not unreasonably withhold, condition or delay its approval of the surety. Failure to provide the additional surety as may be reasonably required by the Director of OC WASTE & RECYCLING shall constitute a default under this Agreement.

(e) Notwithstanding any provision of this Agreement to the contrary, COUNTY’s obligation regarding payment for construction of facilities under this Agreement is contingent upon the inclusion of sufficient funding for the services hereunder in the applicable COUNTY budget approved by the Board of Supervisors.

2.7 MECHANIC’S LIENS OR STOP NOTICES

(a) BOWERMANN POWER shall at all times indemnify, defend, and save COUNTY harmless from all claims, losses, demands, damages, costs, expenses, or liability related to labor or materials for construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Site and/or Landfill by or at the direction of BOWERMANN POWER, and from the cost of defending against such claims, including attorneys’ fees and costs, but only to the extent not related to COUNTY’s (i) breach of the terms of Sections 1.8, 1.9, 1.11 or 1.13 of this Agreement, (ii) negligence or (iii) willful misconduct.

(b) In the event a lien or stop notice is imposed upon the Site and/or Landfill as a result of such construction, repair, alteration, or installation by or at the direction of
BOWERMAN POWER, and it relates to an item for which COUNTY is not obligated to reimburse BOWERMAN POWER pursuant to the terms of this Agreement (or has already so reimbursed BOWERMAN POWER), BOWERMAN POWER shall either:

(i) Record a valid release of lien, or

(ii) Procure and record a bond in accordance with Section 3143 of the Civil Code, which frees the Site and/or Landfill from the claim of the lien or stop notice and from any action brought to foreclose the lien.

Should BOWERMAN POWER fail to accomplish either of the two optional actions above within ninety (90) days after the filing of such a lien or stop notice, this Agreement shall be in default and shall be subject to termination pursuant to the terms of Section 1.14. COUNTY may post and keep posted on the Site and the Landfill such notices of non-responsibility as COUNTY may desire to protect the Landfill against liens.

### 2.8 OWNERSHIP OF IMPROVEMENTS

As of the Effective Date, COUNTY shall have title to the Collection System, the Flare Facility, the Collection Instrumentation and Control System and its portion of the Condensate System (as described in Exhibit C-2) including any improvements thereto installed by or for BOWERMAN POWER at BOWERMAN POWER’s expense. To the extent BOWERMAN POWER has any ownership interest in the Collection System, Flare Facility, Condensate System and the Collection Instrumentation and Control System, BOWERMAN POWER forever quit claims and assigns, conveys and delivers to the COUNTY all of BOWERMAN POWER’s rights, title and interest to the Collection System, Flare Facility, Condensate System and the Collection Instrumentation and Control System. BOWERMAN POWER will deliver an executed copy of the quitclaim deed as set forth in Exhibit F. BOWERMAN POWER shall have title to the Conversion System, the Utility Interface System, its portion of the Condensate System (as described in Exhibit C-2) and all components of the Landfill Gas handling equipment located within the Site. A map depicting the demarcation point for ownership (location point 1) of assets by the parties is included in Exhibit C-4 hereto.

Notwithstanding anything in this Section 2.8 to the contrary, BOWERMAN POWER shall retain ownership of the Temporary H₂S Treatment System as set forth in Section 1.9(a).

### 2.9 UTILITIES

Except as specifically provided for elsewhere in this Agreement, BOWERMAN POWER shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to BOWERMAN POWER’s operations under this Agreement.

### 2.10 WATER

To the extent that COUNTY has access at the Landfill to water above the needs of COUNTY for use on the Landfill, COUNTY agrees to make available or permit BOWERMAN POWER to arrange for the availability of such excess water for use in connection with the operation of the Conversion System or Systems. All of such water made available to BOWERMAN POWER,
whether from a private well or storage tank, a municipal water company, a mutual water company, or any other source, shall be separately metered and shall be provided at the sole expense of BOWERMAN POWER. However, if such water is supplied to BOWERMAN POWER by COUNTY from wells or storage tanks owned or controlled by COUNTY, such water shall be delivered to BOWERMAN POWER at a cost no greater than the cost to COUNTY. The foregoing shall only apply at such times, if any, during the term of this Agreement that COUNTY has access to water available for use at the Landfill and which may not be independently obtainable by a third party on as favorable a price or terms, or both.

2.11 DAMAGE, DESTRUCTION OR CONDEMNATION OF IMPROVEMENTS

In the event of any damage, destruction, condemnation, taking or taking for use with respect to the Landfill, or any part thereof or interest therein or facilities thereon (any such event being referred to as an “Event of Loss”), or should BOWERMAN POWER or COUNTY receive any notice or other information regarding an Event of Loss, the party receiving such notice or other information shall give prompt written notice thereof to the other party. Subject to each party’s obligations hereunder, BOWERMAN POWER and COUNTY shall be entitled to all insurance proceeds, compensation, awards or other payments or relief relating to property owned by it that is subject to an Event of Loss, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings relating to that Event of Loss.

2.12 INSURANCE

(a) BOWERMAN POWER’s Requirements. BOWERMAN POWER shall maintain insurance reasonably acceptable to Director of OC WASTE & RECYCLING in full force and effect throughout the term of this Agreement, as provided below. In the event some or all of the insurance provided by BOWERMAN POWER pursuant to this section lapses, all activities on COUNTY property shall be immediately suspended until such time as all the insurance required by this section has been reinstated to the satisfaction of the Director of OC Waste & Recycling. Insurance coverage shall include, but not be limited to the Conversion System and any and all associated components, facilities, systems, buildings, or equipment installed or constructed by BOWERMAN POWER at BOWERMAN POWER’s expense for which BOWERMAN POWER retains title to. Additionally, BOWERMAN POWER shall cause it agents and or subcontractors, which have facilities, systems, buildings or equipment on COUNTY property to provide evidence of insurance directly to the COUNTY. The policy or policies of insurance maintained by BOWERMAN POWER shall provide the following limits and coverage’s:

(i) Liability Insurance

(1) BOWERMAN POWER shall maintain commercial general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an aggregate amount not less than $10,000,000. This limit can be satisfied with a primary and excess policy. The primary policy must have a minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate. Subcontractors must comply with the minimum limits of $1,000,000 per occurrence and a $2,000,000 aggregate. Said insurance shall include, but not be limited to, premises and operations liability, independent consultants’ liability, products and completed operations liability, contractual liability, and personal
injury liability.

(2) BOWERMAN POWER shall also maintain pollution liability insurance covering bodily injury and property damage, in an amount not less than $10,000,000. Insurance shall provide coverage for, but shall not be limited to, pollution damage to the COUNTY’s premises and all third party claims including remediation, as a result of pollution arising from BOWERMAN POWER’s operation and maintenance of the current Collection Systems and Landfill Gas pre-treatment facilities and any construction, installation and operation and maintenance of an expansion to the Collection Systems and Landfill Gas pre-treatment facilities and the Conversion System. Subcontractors with this exposure shall carry a minimum limit of $1,000,000.

(3) BOWERMAN POWER shall also maintain automobile liability insurance, bodily injury and property damage, in an amount not less than $1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles and the COUNTY shall be added as an additional insured to the policy. All subcontractors must comply with this requirement.

(ii) Commercial Property Coverage. BOWERMAN POWER shall insure all buildings, facilities, and improvements owned by BOWERMAN POWER at the Landfill to at least 90% of their replacement cost, using an All Risk coverage form.

(iii) Worker’s Compensation Insurance. Before commencing performance of this Agreement, BOWERMAN POWER shall furnish COUNTY satisfactory evidence that BOWERMAN POWER has secured worker’s compensation insurance and Employers’ Liability coverage with a minimum limit of $1,000,000 from a responsible insurance company licensed to do business in the State of California. Such insurance shall be maintained in full force and effect at BOWERMAN POWER’s own expense during the entire term. Notwithstanding the foregoing, BOWERMAN POWER shall have the right to self-insure under this Subsection (iii).

If BOWERMAN POWER does not self-insure, a waiver of subrogation endorsement shall be provided in favor of the COUNTY.

All subcontractors shall provide the same evidence of insurance including the waiver of subrogation in favor of the COUNTY.

(iv) Liability Policy Clauses. Each liability insurance policy required by this Agreement shall contain the following three clauses:

(1) “This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days written notice has been given to the County of Orange, Director, OC WASTE & RECYCLING, 300 N. Flower, Suite 400, Santa Ana, California, 92703.”

(2) “County of Orange is added as an additional insured as respect to operations of the named insured at or from the Frank R. Bowerman Landfill.”
(3) “It is agreed that any insurance maintained by the County of Orange will apply in excess of, and not contribute with, insurance provided by this policy.”

(4) All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All subcontractors must also comply with these requirements prior to commencing work on COUNTY property.

(v) Property Policy Clauses. Each property insurance policy required by this Agreement shall contain the clause set forth in subsection (1) above and the following two clauses:

(1) “All rights of subrogation are hereby waived against the County of Orange and the members of the Board of Supervisors and elected or appointed officers or employees, when acting within the scope of their employment or appointment.”

(2) “County of Orange is named as loss payee on this property insurance policy.”

(vi) General Requirements.

(1) BOWERMAN POWER agrees to deposit with Director of OC WASTE & RECYCLING on or before the Effective Date, certificates of insurance and required endorsements necessary to reasonably satisfy Director of OC WASTE & RECYCLING that the insurance provisions of this Agreement have been complied with, and to keep such insurance in effect and the certificates therefor on deposit with Director of OC WASTE & RECYCLING during the entire term of this Agreement.

(2) Director of OC WASTE & RECYCLING shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the reasonable opinion of Director of OC WASTE & RECYCLING, the insurance provisions in this Agreement do not provide adequate protection for COUNTY and members of the public, Director of OC WASTE & RECYCLING may require BOWERMAN POWER to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Director of OC WASTE & RECYCLING’s requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

(3) Director of OC WASTE & RECYCLING shall notify BOWERMAN POWER in writing of changes in the insurance requirements. If BOWERMAN POWER does not deposit copies of acceptable insurance
policies with Director of OC WASTE & RECYCLING incorporating such changes within sixty (60) days of receipt of such notice, this Agreement shall be in default without further notice to BOWERMAN POWER, and COUNTY shall be entitled to all legal remedies.

(4) The procuring of such required policy or policies of insurance shall not be construed to limit BOWERMAN POWER’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor in any way reduce the policy coverage and limits available from the insurer.

(5) Any insurer providing coverage required by this Section shall be licensed to do business in California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category) as determined by the current edition of the Best’s Key Rating Guide/Property-Casualty/United States or ambest.com.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(6) All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 (zero) by the appropriate line of coverage. Any liability self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

(b) COUNTY Requirements. COUNTY shall at all times during the term of this Agreement maintain such insurance with respect to the Landfill as is customarily maintained by the COUNTY with respect to works and projects of like character. With respect to COUNTY, or any other governmental entity which may be a successor in interest to COUNTY under this Agreement, the parties agree that self-insurance will satisfy the COUNTY’s insurance requirement.

2.13 INDEMNIFICATION

(a) General Indemnity. Each party shall defend, indemnify, protect, and hold the other party, its Affiliates and each of their respective employees, officers, members, directors, managers, officials, agents, representatives, tenants, contractors or servants, harmless from and against any and all claims, penalties, fines, demands, actions, proceedings, liability or losses (including reasonable attorneys’ fees and costs) for injury or death to person(s) or for damage or loss to or of third party property to the extent arising out of or caused by the indemnifying party’s breach of this Agreement, negligence or willful misconduct. Notwithstanding anything in this Section 2.13(a) to the contrary, if a member of BOWERMAN POWER otherwise entitled to defense and indemnity pursuant to this Section 2.13(a) asserts a right to independent counsel, BOWERMAN
POWER shall pay any and all costs of such independent counsel. Apportionment of liability shall be made by a court of competent jurisdiction and neither party shall be entitled to jury apportionment. Section 2.13(a) shall not apply to claims related to an “Environmental Hazard” which are defined in, and addressed exclusively by, Section 2.13(b) as follows:

(b) Environmental Hazards.

(i) It is agreed that claims relating to Environmental Hazards, as that term is defined herein, are intended to be addressed by Section 2.13(b) exclusively. For the purpose of Section 2.13(b), the term “Environmental Hazard” means the presence or existence, in, on, under or about the Landfill, the Site or the adjoining property of COUNTY (including the surface or groundwater on or under any such property) of any Hazardous Material, or any environmental condition which poses a substantial present or potential hazard to human health or the environment, whether such substance or condition exists or is discovered before or after the Effective Date of this Agreement.

(ii) BOWERMAN POWER shall defend, with counsel approved in writing by the COUNTY (which approval shall not be unreasonably withheld), indemnify, protect, and hold harmless COUNTY and any and all legal entities governed by the COUNTY Board of Supervisors and each of their respective officers, directors, employees, agents, contractors and subcontractors from and against any and all damages, fines, penalties, liability and expenses (including reasonable attorneys’ fees, reasonable settlement costs, reasonable costs of investigation and court costs), arising out of claims, suits, causes of action, awards of damages (including natural resource damages), orders (including cease and desist, compliance and clean-up orders, remediational actions or corrective or preventative actions, whether sought or issued by judicial or administrative bodies or through public or private action), either at law or in equity, for personal injury of any type to any person (including any employee or agent of COUNTY or its subcontractors) or damage of any type to any property (including the expense of clean-up or other corrective or preventative action at or remediation of the Landfill, the Site or lands or water adjacent thereto) arising or alleged to have arisen from an Environmental Hazard but only to the extent, (1) such damage, whether personal injury, property, natural resources or other damage, is demonstrated to have been proximately caused by BOWERMAN POWER’s negligence or BOWERMAN POWER’s material breach of this Agreement; and (2) such Environmental Hazard does not relate to Condensate that can be classified as a Hazardous Material. Notwithstanding anything to the contrary in Section 2.13(b)(ii), (A) if any legal entities governed by the COUNTY Board of Supervisors otherwise entitled to defense and indemnity asserts a right to independent counsel, COUNTY shall pay any and all costs of such independent counsel; and (B) if BOWERMAN POWER wrongfully refuses COUNTY’s tender of defense, and BOWERMAN POWER is ultimately proven to be liable to COUNTY under Section 2.13(b)(ii), BOWERMAN POWER shall be responsible for COUNTY’s reasonable defense costs.
(iii) COUNTY shall defend, with counsel approved in writing by BOWERMAN POWER, (which approval shall not be unreasonably withheld) indemnify, protect, and hold harmless BOWERMAN POWER, and its Affiliates, members and each of their respective officers, managers, directors, employees, agents, contractors and subcontractors from and against any and all damages, fines, penalties, liability and expenses (including reasonable attorneys’ fees, reasonable settlement costs, reasonable costs of investigation and court costs), arising out of claims, suits, causes of action, awards of damages (including natural resource damages), orders (including cease and desist, compliance and clean-up orders, remedial actions or corrective or preventative actions, whether sought or issued by judicial or administrative bodies or through public or private action), either at law or in equity, for personal injury of any type to any person (including any employee or agent of COUNTY or its subcontractors) or damage of any type to any property (including the expense of clean-up or other corrective or preventative action at or remediation of the Landfill, the Site, or lands or water adjacent thereto) arising or alleged to have arisen from an Environmental Hazard, but only to the extent, (1) such damage, whether personal injury, property, natural resources or other damage, is demonstrated to have been proximately caused by COUNTY’s negligence or COUNTY’s material breach of this Agreement; and (2) such Environmental Hazard does not relate to Condensate that can be classified as a Hazardous Material. Notwithstanding anything in Section 2.13(b)(iii) to the contrary, (A) if a member of BOWERMAN POWER otherwise entitled to defense and indemnity asserts a right to independent counsel, BOWERMAN POWER shall pay any and all costs of such independent counsel and (B) if COUNTY wrongfully refuses BOWERMAN POWER’s tender of defense, and COUNTY is ultimately proven to be liable to BOWERMAN POWER under Section 2.13(b)(iii), COUNTY shall be responsible for BOWERMAN POWER’s reasonable defense costs.

(c) Obligations of the Indemnitor and Indemnitee. Any party that proposes to assert the right to be indemnified under this Section 2.13 with respect to any claim, action, suit or proceeding shall, promptly after receipt of notice of any such claim or commencement of any such action, suit or proceeding, notify the indemnitor of the assertion of such claim or commencement of such action, suit or proceeding, enclosing copies of all papers received; provided, however, that the failure to so notify the indemnitor shall not relieve a party from any obligation to indemnify under this Section 2.13 except to the extent the indemnitor is actually materially disadvantaged by such failure to give notice. The indemnitor shall have the right and obligation to assume the defense of any claim, action, suit or proceeding with respect to which indemnification is being sought under this Section 2.13 with counsel reasonably satisfactory to the indemnitee. The indemnitee shall have the right to employ its own counsel, but the fees and expenses of such counsel shall be at the expense of the indemnitee. The indemnitor shall not be liable for any settlement effected without its prior written consent. The indemnitee shall cooperate with the indemnitor in the defense of any such claim, action, suit or proceeding to the extent reasonably requested by the indemnitor, and shall provide all information, evidence, assistance and authority necessary to enable the indemnitor to conduct a proper defense. Both parties agree to make witnesses available and to provide any reasonably requested technical assistance to the other party without requiring a subpoena therefor to pursue or defend any
litigation against third parties arising from the matters and things provided for in this Agreement whether or not the party upon which such request is made is a party to such litigation. Notwithstanding anything to the contrary contained in this Agreement, the obligations of COUNTY and BOWERMAN POWER under Section 2.13 shall survive the termination or expiration of this Agreement.

(d) BOWERMAN POWER warrants that any new or existing hardware, software and firmware (information technology) provided under this Agreement shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between leap years and other years for its intended purpose and to the extent required for other systems or information technology that are used in combination with or controlled by such information technology to exchange date/time data with it. The duration of this warranty shall coincide with the term of this Agreement, and BOWERMAN POWER shall indemnify COUNTY against the failure, or the consequences of any failure, of such information technology to meet the requirements of Section 2.13(d) in accordance with the provisions of Section 2.13(a) above.

2.14 FORCE MAJEURE

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the obligations and times for performance imposed upon either party may be suspended so long as and to the extent that such party is prevented from or delayed in performing such obligations by events or conditions not within the reasonable control of that party, including without limitation the elements, strikes, Act(s) of God, accidents, casualties, unavailability or delays in delivery of any product, labor, fuel, service or material, work stoppages, insurrection or civil strife, or unavailability of any form of transportation (each a Force Majeure). This Agreement shall remain in full force and effect during any suspension of any obligations under any provisions of this Section 2.14 and for a period of two (2) years thereafter, provided that, after the removal of the cause or causes preventing or hindering the performance of such obligation, the applicable party diligently commences or resumes the performance of such obligation. The end of the Term of this Agreement shall not be extended for reasons of Force Majeure as per the provisions of this Section 2.14.

2.15 RECORDING

COUNTY or BOWERMAN POWER may file for recording with the County Clerk-Recorder of COUNTY a Memorandum of Agreement. The party causing such recording agrees to provide the other party with a certified copy of the recorded Memorandum of Agreement. Upon termination of this Agreement for any reason, BOWERMAN POWER shall execute and notarize a recordable quitclaim deed, with COUNTY as Grantee, covering the property and interests contained in this Agreement, subject to BOWERMAN POWER’s right of ownership as provided in this Agreement.

2.16 AUTHORITY

(a) General. COUNTY hereby warrants the title to the Landfill Gas and warrants that it has the full right and authority to grant to BOWERMAN POWER the rights set forth in this Agreement free and clear of any lien, charge or encumbrance, except as to any prior lien or encumbrance that might have arisen pursuant to the Bond Documents. The enforceability of
such warranty shall be a condition precedent to all obligations of BOWERMAN POWER hereunder. COUNTY further agrees at BOWERMAN POWER’s option to defend, or assist in the defense of, the title to such Landfill Gas and shall indemnify, protect, defend, and hold BOWERMAN POWER harmless from and against any loss, damages or expenses arising from any claims or actions brought by any third party asserting rights in the Landfill Gas.

(b) COUNTY’s Interest. It is agreed that if COUNTY owns an interest in the Landfill Gas produced by the Landfill which is less than the entire and undivided ownership, the compensation to COUNTY due hereunder to COUNTY shall be reduced to the proportion thereof which the interest actually owned by COUNTY bears to the whole and undivided ownership or fee therein.

(c) Protection of BOWERMAN POWER’s Interests. If and whenever it shall be necessary, in order to protect BOWERMAN POWER’s interests hereunder, BOWERMAN POWER may at its option, upon sixty (60) days prior written notice, pay and discharge at any time any mortgage, taxes, or other liens now or hereafter attaching to the Landfill or any part thereof as a result of the default of payment by COUNTY. In such event BOWERMAN POWER shall have the immediate right to recover the full cost of any such mortgages, taxes or liens from COUNTY, together with sums due to BOWERMAN POWER under Section 2.2.

(d) Further Representations and Warranties. Notwithstanding the foregoing, COUNTY hereby represents, warrants and covenants as of the Effective Date that except as (1) disclosed in documents made available to BOWERMAN POWER prior to the Effective Date, (2) to Hazardous Materials in de minimis amounts that are deposited from household use in the ordinary course of Landfill operations, (3) to conditions that should reasonably not have been known to COUNTY after reasonable investigation (limited to OC WASTE & RECYCLING personnel and files on the Effective Date), and (4) to conditions that arise after execution of this Agreement: (i) the Landfill and all activities conducted thereon are in material compliance with all Applicable Law, including without limitation those relating to Hazardous Materials; and (ii) neither the execution of this Agreement nor the consummation by COUNTY of the transaction contemplated hereby will (1) conflict with or result in a material breach of the terms, conditions or provisions of or constitute a material default, or result in a termination of any agreement or instrument to which COUNTY is a party; (2) violate any restriction to which COUNTY is subject; (3) constitute a violation of any Applicable Law, or (4) result in the creation of any lien, charge or encumbrance upon the Landfill or any part thereof.

2.17 LANDFILL CONDITIONS

The parties acknowledge that due to the significant voids which exist in any landfill and in all probability exist in the Landfill, substantial settlement is likely to occur in the Landfill (other than with respect to the Site, on which no settlement is expected) during the term of this Agreement. Under no circumstances shall BOWERMAN POWER have any liability to COUNTY, its employees, agents, contractors, lessees, licensees, or invitees resulting, directly or indirectly, from any change in the surface or subsurface conditions of the Landfill other than the Site resulting from the settlement of the Landfill either during or after the construction and installation of the Collection System and the installation of the Conversion System or Systems and the Utility Interface.
2.18 RESERVATIONS TO COUNTY

Notwithstanding any provision of this Agreement to the contrary, COUNTY’s operation and maintenance of the Landfill in compliance with Applicable Law is paramount to any and all rights and licenses granted to BOWERMAN POWER under this Agreement. The Site and/or Landfill is accepted by BOWERMAN POWER subject to any and all existing easements and encumbrances; provided, however, that COUNTY represents and warrants that there are no existing easements and encumbrances that would interfere with BOWERMAN POWER’s rights under this Agreement, except as to any prior liens or encumbrances pursuant to the Bond Documents. COUNTY reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers and drainage channels, pipelines, manholes, and connections; water and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, and along the Site and/or Landfill or any part thereof for purposes of regular operation of the Landfill, and to enter the Site for any and all such purposes. COUNTY also reserves the right to grant franchises, easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Site (with the prior written consent of BOWERMAN POWER, which shall not be unreasonably withheld) and/or Landfill. In addition, the County reserves the right, in its sole and absolute discretion, to investigate, implement and apply conversion technologies, to reduce the amount of solid waste disposed of at the Landfill. For the purposes of this Agreement, “conversion technologies” shall include without limitation, any technology that uses non-combustion thermal, chemical or biological processes to convert solid waste to a clean burning fuel or electricity. Conversion technology processes include, but are not limited to pyrolysis, gasification, acid hydrolysis and anaerobic digestion. Together with diversion of solid waste from landfills as required by applicable law, the implementation by the County of conversion technologies will reduce the amount of solid waste entering the Landfill, thereby affecting the amount of Landfill Gas created at the Landfill in the future. Other than the priority right to maintain the Landfill in compliance with Applicable Law and to implement conversion technologies, no right reserved by COUNTY in Section 2.18 shall be so exercised as to interfere unreasonably with BOWERMAN POWER’s operations hereunder or to impair any right granted to BOWERMAN POWER hereunder. COUNTY requires that contracts and agreements granting rights to third parties by reason of Section 2.18 shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. COUNTY agrees to minimize any and all such interference and interruptions, and agrees to reimburse BOWERMAN POWER within thirty (30) days of receipt
of an itemized invoice for all reasonable costs and damages incurred as a result of any temporary interference with BOWERMAN POWER’s use of any or all of the Site as a result of the exercise of these rights, upon receipt of a request for same with reasonable supporting documentation, together with sums due to BOWERMAN POWER under Section 2.3, but subject to the limits set forth in Section 2.34.

2.19 DISPOSITION OF ABANDONED PERSONAL PROPERTY

Subject to the provisions of Section 1.15, if BOWERMAN POWER abandons or quits the Site or is dispossessed of its rights to utilize the Site by process of law or otherwise, title to any personal property belonging to and left on the Site ninety (90) days after such event shall, at COUNTY’s option, be deemed to have been transferred to COUNTY. COUNTY shall have the right to use, remove, and to dispose of such property after such 90-day period without liability therefore to BOWERMAN POWER or to any person claiming under BOWERMAN POWER, and shall have no need to account therefore.

2.20 PUBLIC RECORDS

Any and all written information submitted to and/or obtained by COUNTY from BOWERMAN POWER or any other person or entity having to do with or related to this Agreement and/or the Site, or the Landfill, either pursuant to this Agreement or otherwise, may be a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any act in substitution thereof, or otherwise made available to the public and BOWERMAN POWER hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through, or under BOWERMAN POWER, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by BOWERMAN POWER or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys’ fees and costs; provided, however, that should BOWERMAN POWER or any party claiming by, through or under BOWERMAN POWER possess written information that it regards as proprietary and subject to protection under the trade secret laws that COUNTY has requested, BOWERMAN POWER or any party claiming by, through or under BOWERMAN POWER may elect to allow employees or representatives of the COUNTY to inspect any such written information without the right to make copies or have any such writing delivered to the COUNTY. In such event, such written information shall, to the extent permitted by applicable law, remain confidential to BOWERMAN POWER or any party claiming by, through, or under BOWERMAN POWER, and if there are requests under the Public Records Act for information which has been designated as a trade secret/confidential, COUNTY will notify BOWERMAN POWER, who shall then be responsible for obtaining a court order protecting such information from disclosure.

2.21 NONDISCRIMINATION

BOWERMAN POWER agrees not to discriminate against any person or class of persons by reason of sex, race, color, ethnicity, national origin, ancestry, religion, pregnancy, age, sexual
orientation, sexual identity, physical or mental disability, medical condition, marital status, veterans status, citizenship, or any other protected group status.

2.22 INSPECTION

COUNTY or its authorized representative shall have the right at reasonable times and upon reasonable notice to BOWERMAN POWER to inspect the Site, Flare Facility and Collection System to determine if the provisions of this Agreement are being complied with.

2.23 TAXES AND ASSESSMENTS

BOWERMAN POWER and its assignees shall pay its taxes levied on the Conversion System, Collection Instrumentation and Control System and the Utility Interface System, as well as any other taxable possessory interest of BOWERMAN POWER created as to the Site and Landfill. BOWERMAN POWER shall not be liable for any taxes levied on COUNTY or any of COUNTY’s property.

2.24 SIGNS

Other than signs currently existing at the Site or required by Applicable Law, BOWERMAN POWER agrees not to construct, maintain, or allow any sign upon the Site or the Landfill except as approved by Director of OC WASTE & RECYCLING. Unapproved signs, banners, flags, etc., may be removed by Director of OC WASTE & RECYCLING without prior notice to BOWERMAN POWER.

2.25 PERMITS AND LICENSES

BOWERMAN POWER shall be required to obtain and maintain any and all approvals, permits, and/or licenses which may be required in connection with any construction or the operation of BOWERMAN POWER’s interest in the Site, the Collection System, the Flare Facility, the Conversion System and the Utility Interface as set out herein. The parties agree maintaining these permits is a material covenant of this Agreement. In the event of the revocation or expiration of any permit and or license integral to the operation of the Conversion System, BOWERMAN POWER shall restore said permit and or license in accordance with Section 1.14 (a)(ii) of this Agreement. BOWERMAN POWER shall be required to modify the COUNTY’s permits including but not limited to the COUNTY’s existing Title V permit and SCAQMD permits for the Collection System and the Flare Facility as required to support the Conversion System and/or for any other control device required. In the event the COUNTY has a requirement to make changes concurrent with BOWERMAN POWER’s needs, the COUNTY and BOWERMAN POWER will agree to proportionately share the cost of the joint permit modifications. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit BOWERMAN POWER’s obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this Agreement, be deemed approval as to compliance or conformance with Applicable Law.
2.26 COOPERATING IN OBTAINING AUTHORIZATION

Upon reasonable request by BOWERMANN POWER, COUNTY shall make documents available, attend and otherwise assist BOWERMANN POWER in proceedings, hearings, or other procedures necessitated by any required environmental impact reports, governmental permits, authorizations and similar type requirements, related to the construction and operation of BOWERMANN POWER’s Conversion System and any related facilities and equipment. Upon reasonable request of COUNTY, BOWERMANN POWER shall assist COUNTY in briefing the officials of a governmental agency or body, or other interested party, with respect to the status of the Conversion System.

2.27 AGREEMENT ORGANIZATION

The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

2.28 AMENDMENTS AND INTERPRETATION

Any changes to this Agreement shall be in writing and shall be properly executed by both parties.

Both COUNTY and BOWERMANN POWER have participated in the drafting of this Agreement and have been represented in such process by legal counsel. Accordingly, nothing set forth in this Agreement or any of the Exhibits hereto shall be interpreted or construed for or against either COUNTY or BOWERMANN POWER as a consequence of their participation in the drafting of this Agreement. In interpreting any ambiguities in this Agreement, BOWERMANN POWER acknowledges that COUNTY’s Landfill operational and environmental obligations take precedence over BOWERMANN POWER’s operational needs for its Landfill Gas facilities.

2.29 CONTROLLING LAW

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflicts of law’s provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

The parties specifically agree that by entering into and performing under this Agreement, BOWERMANN POWER shall be deemed to be doing business within Orange County within the meaning of Code of Civil Procedure Section 394 from this Agreement’s Effective Date through the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.
2.30 RELATIONSHIP OF PARTIES

The relationship of the parties hereto is that of grantor and grantee (or, where appropriate, licensor and licensee), and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of BOWERMAN POWER in the conduct of BOWERMAN POWER’s business or otherwise, or a joint venture with BOWERMAN POWER.

2.31 ATTORNEYS’ FEES

In the event that either COUNTY or BOWERMAN POWER brings an action to enforce the terms and conditions of this Agreement or to declare its rights hereunder, the prevailing party in such action, on trial or appeal, each PARTY shall be responsible for their own shall be entitled to its reasonable attorneys’ fees, legal costs and expenses, to be paid by the other party, as fixed by the court.

2.32 COVENANTS AND CONDITIONS

Each provision of this Agreement performable by COUNTY or BOWERMAN POWER, respectively, shall be deemed both a covenant and condition.

2.33 DISPOSAL OF LANDFILL MATTER

BOWERMAN POWER shall, in connection with its recovery of Landfill Gas hereunder, have the right to dispose of any and all matter (whether gaseous, solid or liquid), removed during drilling, excavation and the recovery and processing of Landfill Gas, in any manner that is not prohibited by regulatory or judicial authority including, but not limited to, return of said matter to the Landfill. Any return of said matter to the Landfill must be made under the reasonable direction of Director of OC WASTE & RECYCLING, but the Director of OC WASTE & RECYCLING shall not have the right to refuse such return. COUNTY further reserves the right to direct BOWERMAN POWER to dispose of such matter to a site within the Landfill, from which site COUNTY will be responsible for its further disposal. BOWERMAN POWER may dispose of the above-approved matter at the Landfill at no cost to BOWERMAN POWER until such time the Landfill is closed to the public at which time BOWERMAN POWER shall be responsible for proper disposal of said material at another approved facility at BOWERMAN POWER’s cost. COUNTY and BOWERMAN POWER agree that each party shall be the generator of all waste and debris, including but not limited to hazardous waste, which is removed or otherwise generated as result of its action.

COUNTY and BOWERMAN POWER further acknowledge that no party shall have liability or responsibility for management of waste or debris generated as a result of the other’s action. COUNTY shall ensure that waste or debris which COUNTY and its personnel generate in performance of COUNTY’s remedial action with respect to the Landfill is properly managed.

2.34 LIMIT OF LIABILITY

Notwithstanding any other provision of this Agreement to the contrary, in no event shall either party be liable to the other for loss of anticipated profits or revenues, loss by reason of the shutdown or de-ration of facilities, claims of customers or for incidental or consequential
damages of any type. As used in Section 2.34, the term “liable” means liability of any kind whether based in contract (including breach of warranty), tort, strict liability or otherwise.

2.35 DAYS

When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement, except to the extent that performance is required pursuant to regulatory compliance orders or to respond to conditions that adversely impact COUNTY’s ability to comply with Applicable Law.

2.36 AUTHORITY

The parties executing this Agreement represent that they have the power and authority to execute, deliver and perform this Agreement. Each person executing this Agreement on behalf of a party hereto represents and warrants to all of the parties to this Agreement that it has the full power and authority to execute this Agreement on behalf of such party and that the Agreement is binding on said party as a result of such execution.

2.37 SUCCESSORS IN INTEREST

This Agreement shall be binding upon the successors, permitted assigns, licensees, heirs, executors, and administrators of COUNTY and BOWERMAN POWER.

2.38 ENTIRE AGREEMENT; SEVERABILITY

This Agreement, when executed, constitutes the entire agreement by and between BOWERMAN POWER and COUNTY with respect to the subject matter hereof and supersedes any prior understandings, agreements, including without limitation, the Original Agreement or representations by or between the parties, written or oral, to the extent that they have related in any way to the subject matter hereof. If any provision of this Agreement is unenforceable, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

2.39 TIME

Time is of the essence of this Agreement.

2.40 OBLIGATIONS CONTINGENT ON APPROPRIATIONS

All obligations of the COUNTY under this Agreement are contingent on the inclusion by COUNTY of sufficient fiscal appropriations in the relevant year’s budget.

2.41 SUSTAINABILITY

OC Waste & Recycling seeks to promote sustainability principles into its business operation by developing reliable and efficient energy solutions and promoting responsible use of materials and equipment. Improving energy efficiency helps control rising energy costs, reduces environmental
footprints, and increases the entity’s value and competitiveness. OC Waste & Recycling desires to further this commitment to sustainability by encouraging BOWERMAN POWER to adopt a similar business philosophy. Some possible sustainability concepts and practices BOWERMAN POWER may use to promote its sustainability include, but are not limited to, the following:

a) Developing a plan for sustainability.
b) Retrofitting current systems/buildings for increased energy efficiency.
c) Selecting energy efficient products and technologies for buildings.
d) Exploring renewable energy services.
e) Understanding efficient water solutions.
f) Reducing your organization’s carbon footprint.
g) Utilizing green suppliers/vendors.
h) Attending energy efficient and sustainability events and associated programs.
i) Recycling and resource recovery.
j) Incorporating diversion and reuse.

The following are examples of some of the many sustainability objectives BOWERMAN POWER may use:

a) Use of recycled products.
b) Reuse on-site materials where available.
c) Utilize green sub-contractors.
d) Identify and utilize energy efficient products.
e) Minimize use of raw materials/products.
f) Establish a life cycle costing methodology for projects.
g) Cost and value appropriately sustainability options.

In support of this, BOWERMAN POWER is requested to submit by the first anniversary of the Effective Date and annually thereafter an updated Sustainability Action Report that demonstrates what measures BOWERMAN POWER is taking to control its impact to the environmental and to contribute to a sustainable work operation. The report will cite target goals, progress made towards accomplishing those goals and recommendations for short-term and long-term actions that will lessen BOWERMAN POWER’s impact on the environment. The plan may include regional information and activities, and should include direct statistical information about activities and accomplishments being made on the local level. The reports will be submitted to the Department Contract coordinator and may be included in the Department’s annual reports on sustainability.

2.42 DOCUMENT CONTROL / PRESS RELEASES / DATA OWNERSHIP

a) Regulatory Filings; Ownership of Documents. BOWERMAN POWER shall furnish COUNTY prior to submittal or upon receipt, a copy of all reports, records, notices and statements filed by BOWERMAN POWER or received by BOWERMAN POWER from any federal, state and local governmental agencies pertaining to the Landfill, Flare Facility, Collection System, and Condensate System related to the compliance of BOWERMAN POWER’s obligations under this Agreement. COUNTY shall have the right to review drafts of any regulatory compliance filings
pertaining to the Landfill, Flare Facility, Collection System, and Condensate System and provide comments in a timely manner for reasonable consideration by BOWERMAN POWER prior to submittal by BOWERMAN POWER to any regulatory agencies

b) All documents, regulatory filings, reports and derivative materials pertaining to the Landfill, Flare Facility, Collection System, and Condensate System produced or furnished under this Agreement by BOWERMAN POWER shall inure to the benefit of and be considered property of COUNTY and may be used by the COUNTY as it may choose without additional cost to the COUNTY, provided, however, that BOWERMAN POWER shall retain the right to use and reproduce all materials developed, paid for or authored by BOWERMAN POWER

c) Data. All materials, documents, data or information in raw and or finished form or collected by BOWERMAN POWER and or obtained from COUNTY data files or any COUNTY medium furnished to BOWERMAN POWER in the performance of this Agreement shall at all times remain the property of the COUNTY and, at COUNTY’s request, shall be returned to COUNTY at the expiration or termination of this Agreement. Such data or information may not be used or copied for direct or indirect use by BOWERMAN POWER after completion or termination of this Agreement without the express written consent of the COUNTY

2.43 ATTACHMENTS TO AGREEMENT

This Agreement includes the following, which are attached hereto and made a part hereof:

EXHIBIT A: Description of Landfill
EXHIBIT B: Description of Site or Plat Map
EXHIBIT C-1: Flare Facility Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-2: Condensate System Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-3: Landfill Gas Collection System Description and Routine Operation, Repair and Maintenance and Major Maintenance
EXHIBIT C-4: Ownership Demarcation Point and Map
EXHIBIT C-5: Map of Existing Collection System
EXHIBIT D: Description of the Conversion System
EXHIBIT E: Health and Safety Laws and Regulations
EXHIBIT F: Quitclaim Bill of Sale

EXHIBIT G: Landfill Gas Generation Rate Table. Revision 05-22-09

EXHIBIT H: Master Plan for the Frank R. Bowerman Landfill Flare Facility

EXHIBIT I: RNG Facility Site Location Map
IN WITNESS WHEREOF, COUNTY and BOWKERMAN POWER hereto have executed this Agreement on the dates opposite their respective signatures.

COUNTY OF ORANGE

Date: 11/12/11
By: [Signature]
Director, GC WASTE & RECYCLING

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Date: 10/13/2011
By: [Signature]
Deputy

Bowkerman Power LFG, LLC*

Date: 10/10/2011
By: [Signature]
Print Name: David E. Hesser
Title: President

GSF Energy, LLC

Date: 10/10/2011
By: [Signature]
Print Name: David E. Hesser
Title: President

With this signature, GSF Energy LLC hereby consents to the requirements of Section 1.13 (g) OSHA.

* If corporation, the document must be signed by two executive officers. The 2nd signature must be either the Chairman of the Board, President, or any Vice President. The 2nd signature must be the secretary, or assistant secretary, the Chief Financial Officer or any assistant treasurer.
EXHIBIT A

Description of Landfill

LEGAL DESCRIPTION
LEGAL DESCRIPTION

FRANK R. BOWERMAN LANDFILL AND BEE CANYON ACCESS ROAD

Parcel No. 127-2

Those portions of Blocks 117, 118, 119, 143 and 144 of Irvine's subdivision, in the County of Orange, State of California, as per map recorded in Book 1, Page 88 of miscellaneous maps, in the office of the County Recorder of said Cowity, described as follows:

For the purpose of this description, the S.W.erly line of Block 120 of said Irvine's subdivision shall have a bearing of S.49°21'46"E.:

Beginning at the comer common to Blocks 120, 121, 141 and 142 of said Irvine's subdivision; thence N.36°33'50"E., 8099.52 feet to O.C.S. Triangulation Station "Irv 119"; thence N.30°57'31"W., 190.26 feet to the True Point of Beginning; thence N.27°19'18"E., 1253.69 feet; thence N.12°25'48"W., 339.27 feet; thence N.25°23'14"E., 998.15 feet; thence N39°01'35"E., 2362.04 feet; thence N.15°11'55"W., 738.71 feet; thence N27°29'02"E., 588.69 feet; thence N40°29'46"E., 585.34 feet; thence N.79°06'30"E., 2177.39 feet to a point, said point being distant N.8°53'19"E., 180.64 feet from O.C.S. Triangulation Station "Bee"; thence S10°53' 18"W., 740.87 feet; thence S28°03'25"E., 3374.50 feet; thence S19°39'16"E., 721.72 feet; thence S32°01'51"W., 1121.93 feet; thence S44°33'SO"W., 1292.41 feet; thence S18°30'38"W., 939.91 feet; thence N73°52'48"W., 813.61 feet; thence S76°42'58"W., 531.12 feet; thence N81°08'19"W, 465.61 feet; thence S14°54'3T"W., 946.23 feet; thence S86°25'06"W., 1575.10 feet; thence N16°16'58"W., 904.95 feet; thence N45°45'02"W., 424.39 feet; thence N70°56'09"W., 640.78 feet; thence N26°11'17"W., 376.58 feet to the True Point of Beginning.

Parcel No. 101.03:

A strip of land, 64.00 feet wide, in Blocks 106, 107, 118, 119 and 120 of Irvine's subdivision, in the County of Orange, California, as said subdivision is shown on a map recorded in Book I Page 88 of miscellaneous maps, in the Office of the Cowity Recorder of said county, said strip being 32.00 feet on each side of the following described center line:

Beginning at the most easterly comer of Lot 240 in Block 121 of said Irvine's subdivision, said corner also being the center line intersection of Irvine Boulevard and Sand Canyon Avenue, as described in a deed recorded in Book 512 Page 378 of deeds, in the office of said County Recorder; thence N. 40°37'51"E., 2442.04 feet along the northeasterly prolongation of the southeasterly line of said Lot 240 to the beginning of a tangent curve, concave westerly and having a radius of 1000.00 feet; thence northeasterly, northerly and northwesterly 1573.75 feet along said curve through a central angle of 90°!0'10"; thence tangent to said curve N.49°32'19"
W., 819.65 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 1000.00 feet; thence northerly 349.17 feet along said curve through a central angle of 20°00’21"; thence tangent to said curve N.29°31’58"W., 572.04 feet to the beginning of a tangent curve, concave easterly and having a radius of 1000.00 feet; thence northerly 1105.60 feet along said curve through a central angle of 63°20’46"; thence tangent to said curve N.33°48’48"E., 368.21 feet to the beginning of a tangent curve, concave southerly and having a radius of 2400.00 feet; thence easterly 2255.75 feet along said curve through a central angle of 53°51’07"; thence tangent to said curve N.87°39’ SS’E., 740.60 feet to the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly 171.87 feet along said curve through a central angle of 9°50’50"; thence tangent to said curve S.82°29’15"E., 400.00 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 344.41 feet along said curve, through a central angle of 19°44’00"; thence tangent to said curve N.77°46’45"E., 570.07 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 220.16 feet along said curve through a central angle of 12°36’51"; thence tangent to said curve N.65°09’54"E., 636.19 feet to the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly 509.06 feet along said curve through a central angle of 29°10’01"; thence tangent to said curve S.85°40’05"E., 357.75 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 622.61 feet along said curve through a central angle of 35°40’23"; thence tangent to said curve N.58°39’32"E., 460.68 feet to the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly and southeasterly 1299.14 feet along said curve through a central angle of 74°26’07"; thence tangent to said curve S.46°54’2l"E., 112.82 feet to a point which is distant N.68°42’50"E., 1022.68 feet from the southwesterly terminus of that certain course shown as having a bearing of N.39°01’35"E. and a length of 2362.04 feet on a map filed in Book 10 I Page 49 of Record of Surveys, in the office of the County Recorder of said County, said terminus being further identified on said Record of Survey map as BC 18.

Also except therefrom that portion included within the land described as, 'Parcel GA 127-2' in a Lis Pendens action recorded in Book 13937 Page 1659 of official records in said office of the County Recorder.

Parcel 101.14:

A strip of land of varying widths in Blocks 106, 107, 118, 119 and 120 of Irvine’s Subdivision, in the County of Orange, State of California, as said subdivision is shown on a map recorded in Book I Page 88 of Miscellaneous Maps, in the office of the County Recorder of said County, the center line and widths of said strip being described as follows:

Beginning at the most easterly corner of Lot 240 in Block 121 of said Irvine’s Subdivision, said corner also being the center line intersection of Irvine Boulevard and Sand Canyon Avenue, as described in a deed recorded in Book 512 Page 378 of deeds, in the office of said County...
Recorder, said point hereinafter being referred to as point A; thence N.40°37'51"E., 2442.04 feet along the northeasterly prolongation of the southeasterly line of said Lot 240 to the beginning of a tangent curve, concave westerly and having a radius of 1000.00 feet; thence northeasterly, northerly and northwesterly 1573.75 feet along said curve through a central angle of 90°10'10" thence tangent to said curve N.49°32'19"W., 819.65 feet; to the beginning of a tangent curve, concave northeasterly and having a radius of 1000.00 feet; thence northwesterly 349.17 feet along said curve through a central angle of 20°00'21"; thence tangent to said curve N.29°31'58"W., 572.04 feet; to the beginning of a tangent curve, concave easterly and having a radius of 1000.00 feet; thence northerly 918.04 feet along said curve through a central angle of 52°35'59" to a point hereinafter referred to as Point B; thence continuing northerly 25.31 feet along said curve through a central angle of 01°27'01" to a point hereinafter referred to as point L-4; thence continuing northerly 162.25 feet along said curve through a central angle of 9°17'46" to a point hereinafter referred to as Point M; thence tangent to said curve N.33°48'48"E., 237.75 feet to a point hereinafter referred to as Point M-1; thence continuing N.33°48'48"E., 130.46 feet to a point hereinafter referred to as Point M-2, said point also being the beginning of a tangent curve, concave southerly and having a radius of 2400.00 feet; thence easterly 369.54 feet along said curve through a central angle of 8°49'20" to a point hereinafter referred to as Point M-3; thence continuing easterly 880.00 feet along said curve through a central angle of 21°00'30" to a point hereinafter referred to as point N; thence continuing easterly 310.00 feet along said curve through a central angle of 7°24'02" to a point hereinafter referred to as Point O; thence continuing easterly 210.00 feet along said curve through a central angle of 5°00'48" to a point hereinafter referred to as Point P; thence continuing easterly 486.21 feet along said curve through a central angle of 11°36'27" to a point hereinafter referred to as Point Q; thence tangent to said curve N.87°39'55"E., 740.60 feet to the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly 171.87 feet along said curve through a central angle of 9°50'50"; thence tangent to said curve S.82°29'15"E., 400.00 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 344.41 feet along said curve through a central angle of 19°44'00"; thence tangent to said curve N.77°46'45"E., 206.91 feet to a point hereinafter referred to as Point R; thence continuing N.77°46'45"E., 363.16 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 220.16 feet along said curve through a central angle of 12°36'51"; thence tangent to said curve N.65°09'54"E., 636.19 feet to a point hereinafter referred to as Point S, said point being also the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly 509.06 feet along said curve through a central angle of 29°10'01"; thence tangent to said curve S.85°40'05"E., 357.75 feet to the beginning of a tangent curve, concave northerly and having a radius of 1000.00 feet; thence easterly 622.61 feet along said curve through a central angle of 35°40'23" to a point hereinafter referred to as Point T; thence tangent to said curve N.58°39'32"E., 460.68 feet to the beginning of a tangent curve, concave southerly and having a radius of 1000.00 feet; thence easterly and southeasterly 1299.14 feet along said curve through a central angle of 74°26'07"; thence tangent to said curve S.46°54'21"E., 112.82 feet to a point hereinafter referred to as point U, said point being distant N.68°42'50"E., 1022.68 feet from the
southwesterly terminus of that certain course shown as having a bearing of N.39°01'35"E., and a length of 2362.04 feet on a map filed in Book 10I Page 49 of Record of Surveys, in the office of said County Recorder, said terminus being further identified on said Record of Survey map as BC 18.

From Point B to Point L-4 said strip shall be 312.00 feet wide, lying 80.00 feet westerly and 232.00 feet easterly of said center line; a line having a bearing radial to Point B of N.66°55'58"W., and intersecting both westerly and easterly rights of way shall describe the southerly limit of said right of way. Said line having been recorded on right of way map #299613 Sheet 3 of 9 of the Portola Parkway 2A Project. From Point L-4 to Point M said strip shall be 292.00 feet wide; lying 60.00 feet westerly and 232.00 feet easterly of said center line; from Point M to Point M-1 said strip shall be 222.00 feet wide, lying 60.00 feet northwesterly and 162.00 feet southeasterly of said center line; from Point M-1 to Point M-2 said strip shall be 242.00 feet wide, lying 80.00 feet northwesterly and 162.00 feet southeasterly of said center line; from Point M-2 to Point M-3 said strip shall be 227.00 feet wide, lying 65.00 feet northwesterly and 162.00 feet southeasterly of said center line; from Point M-3 to Point N said strip shall be 294.00 feet wide, lying 132.00 feet northerly and 162.00 feet southerly of said center line; from Point N to Point 0 said strip shall be 332.00 feet wide, lying 132.00 feet northerly and 200.00 feet southerly of said center line; from Point 0 to Point P said strip shall be 294.00 feet wide, lying 132.00 feet northerly and 162.00 feet southerly of said center line; from Point P to Point Q said strip shall be 510.00 feet wide, lying 255.00 feet on each side of said center line; from Point Q to Point R said strip shall be 440.00 feet wide, lying 185.00 feet northerly and 255.00 feet southerly of said center line; from Point R to Point S said strip shall be 537.00 feet wide, lying 282.00 feet northerly and 255.00 feet southerly of said center line; from Point S to Point T said strip shall be 620.00 feet wide, lying 365.00 feet northerly and 255.00 feet southerly of said center line; from Point T to Point U said strip shall be 720.00 feet wide, lying 365.00 feet northerly and 355.00 feet southerly of said center line.

Except therefrom a strip of land 64.00 feet wide, lying 32.00 feet on each side of the aforesaid center line.

Also except therefrom that portion included within the land described as 'Parcel GA 127-2' in a Lis Pendens action recorded in Book 13937 Page 1659 of Official Records in said office of the County Recorder.

Also except from Parcels 10 1.03 and 101.14 the following parcel #300278-1 described as follows:

Commencing at the southwesterly terminus of that certain course described as having a bearing and distance of "N.65°09'54"E., 636.19 feet" (ground) on the center line of said Parcel 103.03; thence along said center line North 65°09'45"E., 636.09 feet to the northeasterly terminus thereof and the beginning of a tangent curve concave southerly having a radius of 999.94 feet;
thence continuing along said center line and said curve northeasterly 252.01 feet through a central angle of 14°26'24" to the True Point of Beginning; thence non-tangent from said curve S.16°41'40"W., 172.61 feet; thence S.77°42'25"W., 89.51 feet to a point hereinafter referred to as Point V; thence S.17°42'25"W., 78.52 feet; thence S.29°59'31"E., 55.99 feet to the southerly line of said Parcel 101.14; thence along said southerly line S.65°09'56"W., 635.57 feet to the beginning of a tangent curve therein concave northwesterly and having a radius of 1254.93 feet; thence continuing along said southerly line and said curve southwesterly 271.05 feet through a central angle of 12°22'31"; thence non-tangent from said curve N.08°27'02"E., 54.03 feet; thence N.49°44'23"E., 364.11 feet; thence N.17°42'25"E., 78.52 feet to a point hereinafter referred to as Point W; thence S.77°42'27"W., 7.75 feet; thence N.06°57'56"E., 60.76 feet; thence N.25°47'30"E., 178.42 feet; thence N.05°20'20"W., 150.03 feet to the northerly line of said Parcel 101.14; thence along said northerly line N.65°09'56"E., 258.86 feet to an angle point therein; thence continuing along said northerly line through the following courses: N.24°50'04"W., 83.00 feet to the beginning of a non-tangent curve concave southerly and having a radius of 1364.92 feet, a radial line of said curve from said beginning bears S.24°50'04"E.; thence along said curve easterly 359.25 feet through a central angle of 15°04'50"; thence leaving said northerly line, non-tangent from said curve S.61°21'35"W., 263.07 feet; thence S.03°47'47"W. 60.48 feet; thence S.54°19'39"W. 193.74 feet; thence N.6°43'18"E., 64.93 feet to the True Point of Beginning.

Containing: 10.303 acres, more or less.

Except all oil, gas and other hydrocarbon substances lying more than 1000 feet below the surface of parcels 101.03, 101.14, 101.5, 190, 191, and 197-D, all as described herein, without the right of surface entry.

See Exhibits I and 2.
EXHIBIT B

DESCRIPTION OF SITE OR PLAT MAP

(As of the Effective Date)
EXHIBIT "A"

PARCEL 1:

THAT PORTION OF BLOCK 119 OF THE IRVINE'S SUBDIVISION IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (P.O.C.) SHOWN AS "8C17" PER RECORD OF SURVEY 92-1079, FILED IN BOOK 140, PAGES 1-3, RECORDS OF SAID COUNTY AND KNOWN AS GPS POINT R517 PER CERTIFICATE OF CORRECTION RECORDED AS DOCUMENT NO. 94-0114628, OFFICIAL RECORDS; THENCE N25'23'13"E 998.18'(GROUND) TO A POINT SHOWN AS "BC18" PER SAID RECORD OF SURVEY AND KNOWN AS GPS POINT R518 PER SAID CERTIFICATE OF CORRECTION; THENCE S38'13'11"E 993.98' TO THE TRUE POINT OF BEGINNING (T.P.O.B.); THENCE S58'37'15"E 27.20'; THENCE S26'13'20"W 32.00'; THENCE S21'27'34"E 14.54'; THENCE N89'38'57"E 178.59'; THENCE S44'58'01"E 43.51'; THENCE S05'20'05"W 145.54'; THENCE S47'42'20"W 78.48'; THENCE S21'26'48"W 76.09'; THENCE S43'07'14"E 51.18'; THENCE S07'24'33"E 67.66'; THENCE S43'00'52"W 55.81'; THENCE S89'41'10"W 46.63'; THENCE S20'13'53"E 13.65' TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 40.00'; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 63'48'00", 44.54' TO THE END OF SAID CURVE, A RADIAL LINE AT SAID POINT BEARS S46'25'54"E; THENCE ALONG A NON-TANGENT LINE S72'22'24"W 24.16' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 216.86'; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18'47'02", 71.10'; THENCE N88'50'33"W 8.06' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 70.00'; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50'48'07", 62.07'; THENCE N38'02'26"W 22.70'; THENCE N26'13'28"W 45.03' TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 133.00'; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35'45'04", 82.99' TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 139.10', A RADIAL LINE TO SAID POINT BEARS N80'28'24"W; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 73'49'10", 91.82' TO THE END OF SAID CURVE, A RADIAL LINE AT SAID POINT BEARS N42'39'14"W; THENCE ALONG A NON-TANGENT LINE N14'23'33"E 65.00'; THENCE N04'23'53"E 60.00'; THENCE N12'48'55"E 152.00'; THENCE N16'55'55"E 40.00'; THENCE N34'56'47"E 21.00' TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PORTION:

COMMENCING AT A POINT (P.O.C.) SHOWN AS "BC17" PER THE ABOVE MENTIONED RECORD OF SURVEY AND KNOWN AS GPS POINT R517 PER ABOVE MENTIONED CERTIFICATE OF CORRECTION; THENCE S77'58'11"E 986.42' TO A POINT, SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THE LINE OF PARCEL 1 DESCRIBED HEREIN AS N14'23'33"E 65.00'; THENCE LEAVING SAID POINT S86'29'02"E 34.01' TO THE TRUE POINT OF BEGINNING (T.P.O.B.); THENCE N08'04'38"E 145.37'; THENCE S82'19'44"E 78.68'; THENCE S07'18'41"W 152.05'; THENCE N81'52'31"W 74.46'; THENCE N37'52'30"W 8.70' TO THE TRUE POINT OF BEGINNING.

CONTAINING 125,715 SQUARE FEET (GROSS) 2.886 ACRES (GROSS), 113,642 SQUARE FEET (NET) 2.609 ACRES (NET).

SUBJECT TO ALL MATTERS OF RECORD, IF ANY.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

David E. Woolley
State of California
Professional Land Surveyor

E.L.S. No. 7304

EXP: 12/31/12

No. 7304

Page 1 of 1 (EXHIBIT "A")
EXHIBIT "B"

LAND AREA:

PARCEL 1:

125,715 SQUARE FEET (GROSS)
2.886 ACRES (GROSS)

113,642 SQUARE FEET (NET)
2.609 ACRES (NET)

NOTE:

SEE SHEET 2 OF 2 FOR PARCEL 1 DETAIL.

LEGEND:

GPS – GLOBAL POSITIONING SYSTEM
M.M. – MISCELLANEOUS MAPS
O.C.S. – ORANGE COUNTY SURVEYOR
P.O.C. – POINT OF COMMENCEMENT
RSB – RECORD OF SURVEY BOOK
T.P.O.B. – TRUE POINT OF BEGINNING

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS 83) ZONE VI, 1990 O.C.S. G.P.S. ADJUSTMENT, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAO 83) PER RECORD OF SURVEY 92-1079, RSB 140/1-3. ALL DISTANCES SHOWN ARE GROUND UNLESS NOTED OTHERWISE, TO OBTAIN GRID DISTANCE MULTIPLY BY 0.99993612.

THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

[Signature]

DAVID E. WOOLLEY
P.L.S. NO. 7304
EXP: 12/31/12

PROFESSIONAL LAND SURVEYOR
EXP. 12/31/12
No. 7304

STATE OF CALIFORNIA
LINE DATA:
L1 - S58°37'15"E 27.20'
L2 - S26°13'20"W 32.00'
L3 - S21°27'34"E 14.54'
L4 - S44°58'01"E 43.51'
L5 - S47°42'20"W 78.84'
L6 - S21°26'48"W 75.09'
L7 - S43°07'14"E 51.18'
L8 - S07°24'33"E 67.66'
L9 - S43°00'52"W 55.81'
L10 - S89°41'10"W 46.63'
L11 - S20°13'53"E 13.65'
L12 - S72°22'24"W 24.16'
L13 - N88°50'33"W 8.06'
L14 - N38°02'26"W 22.70'
L15 - N26°13'28"W 45.03'
L16 - N14°23'33"E 65.00'
L17 - N04°23'53"E 60.00'
L18 - N16°55'55"E 40.00'
L19 - N34°56'47"E 21.1'
L20 - S38°13'11"E 993.98'
L21 - S77°58'11"E 986.42'
L22 - S86°29'02"E 34.01'
L23 - S82°19'44"E
L24 - N81°52'31"W 78.68'
L25 - N37°52'30"W 8.70'

NOTE:
SEE SHEET 1 FOR LAND AREA, LEGEND AND BASIS OF BEARINGS.

P.O.C.
GPS R517
2" I.P. W/ O.C.S.
BRASS CAP.
STAMPED "BC17"
APRIL 1980", PER
RSB 140/1-3.

CURVE DATA:
C1 - 6 = 63°48'00"
R = 40.00'
L = 44.54'
C2 - 6 = 18°47'02"
R = 216.86'
L = 71.10'
C3 - 6 = 50°48'07"
R = 70.00'
37'49'10"
\[ R = 139.10 \] 
\[ L = 91.82' \]
EXHIBIT C-1

FLARE FACILITY DESCRIPTION
AND
ROUTINE OPERATION, REPAIR AND MAINTENANCE
AND
MAJOR MAINTENANCE

Flare Facility
Description (as of the Effective Date)

The Flare Facility consists of all equipment and components used for flaring Landfill Gas at the Landfill that are located upstream of location point 1, as shown in the Flare Facility Master Plan or as shown on the attached Exhibit C-4. The current Flare Facility includes, without limitation, the following principal components:

1. Three (3) Condensate Knockout/Filters (V-1, V-2, V-3)
2. Two (2) Blowers (B-1, B-2), Lampson Corp., each 50 HP VFD, 1800 SCFM, located in parallel
3. Two (2) Blowers (B-3, B-4), Hoffman, each 75 HP, 2300 SCFM, located in parallel
4. Two (2) Blowers (B-5, B-6), Gardner Denver/ Lampson Multistage, Centrifugal, each 75 HP, 2300 SCFM, located in parallel
5. Five (5) Flow Meters, with Recorder
7. Five (5) Flame Arrestors, Horizontal Type, located in parallel
8. Two (2) Flares (I-1, I-2), Perennial Energy, each 1700 SCFM, 30’-0” high by 9’-6” diameter, Propane Pilot, Automatic Combustion Air Control, UV Flame Scanner, Four 4” diameter Source Test Ports
9. Two (2) Flares (I-3, I-4) Perennial Energy, each 1700 SCFM, 30’-0” high by 9’-6” diameter, Electric Igniter, Automatic Combustion Air Control, UV Flame Scanner, four (4) 4” diameter Source Test Ports, with Condensate Injection
10. One (1) Flare (I-5), Perennial Energy, 4200 SCFM, 48’-0” high by 12’-6” diameter, Electronic Igniter, Automatic Combustion Air Control, UV Flame Scanner, Condensate Injection System, four (4) 4” diameter Source Test Ports
11. Two (2) Tanks, Propane, each 10 Gallon Capacity
12. Two (2) condensate injection systems, not currently in use.
13. Any additions made under this Agreement
A. **FLARE FACILITY MASTER PLAN:** In addition to the requirements otherwise provided in this Exhibit, the following will be incorporated into this Exhibit:

1. Flare Facility Routine Operations, Repair and Maintenance and Major Maintenance shall incorporate the equipment listed in the Flare Facility Master Plan and if not otherwise stated, BOWERMAN POWER shall follow all manufacturer’s operation and maintenance guidelines.

2. BOWERMAN POWER shall provide OCWR a copy of all manufacturer operation and maintenance manuals for all Flare Facility equipment.

A.B. **ROUTINE OPERATIONS, REPAIR AND MAINTENANCE:** Routine Flare Facility operation activities performed by BOWERMAN POWER personnel to operate and maintain the Flare Facility within operating parameters as reasonably defined by the COUNTY, per the manufacturer’s operation and maintenance manual, and pursuant to all applicable regulatory permits and requirements associated with its operation. It shall include the activities of a repetitive nature but is not limited to the activities listed below:

**Routine Operating:** Routine operation activities to inspect, monitor, and record system data, make minor adjustments and perform minor preventative maintenance activities as described below and as recommended by the system component manufacturer.

- Maintain at least one (1) copy of all records required by Section C-1, including but not limited to readings and logs, at the local site offices at all times.
- Provide COUNTY with electronic real-time read only access to all Landfill Gas process parameters (as listed in the BOWERMAN POWER System Maintenance Manual) from the Flare Facilities.

**Routine Repair and Maintenance:** Routine Flare Facility repair and minor preventive maintenance activities:

- Forward copies of completed test results and data download to COUNTY within thirty (30) days or as otherwise agreed. Specifically including but not limited to the monthly and quarterly Flare shutdown tests, annual flow meter and thermocouple calibrations, annual Flare stack emissions test and annual skin infrared scan.

**Daily**

- Check, monitor, record system process parameters (temperature, pressure, flow rates, levels, and Landfill Gas component concentrations, as defined in the current approved BOWERMAN POWER System Maintenance Manual)
• Check and record air compressor receiver pressure (if applicable)
• Check and record flame arrestor differential pressure
• Check and record equipment operations and run hour meters
• Check and record propane pilot fuel tank levels
• Check and record blower motor amps
• Check and record blower suction and discharge pressure and temperature
• Record all operation and maintenance activity performed on Flare Facility
• Drain air compressor air receiver
• Blow down airline
• Check digital temperature and flow recorders, and check the main control panel and data recorder.
• Check air compressor oil level
• Drain blower casing
• Check and record inlet separator differential pressure
• Check louver operation

**Weekly**

• Check maintenance supplies and lubricants
• Inspect condensate collection tank and sump pumps (if applicable)
• Check inlet header for leaks
• Check air compressor and clean intercooler

**Monthly**

• Rotate standby blower(s)
• Inspect standby Flare(s)
• Check and clean air compressor inlet air filter (if applicable)
• Check air compressor drive belt tension (if applicable)
• Spray weeds
• Spray insects
• Test the automatic shutdown safety system and record the results
• Check, clean or replace condensate sump pump filters as necessary

**Quarterly**

• Check spark igniter, ignition wiring and coils
• Check shut down mechanism (surge overload, high temperature, low temperature, flame failure, flash back, thermocouples)
• Check sight glass on Flares
• Check operation of air dampener motor
• Download file system operating data from the recorder and store as required

**Semiannually**

• Grease blower bearings, check/fill air lubricator per manufacturer’s operating hour recommendations
• Check and replace airline if necessary
• Check UV scanner
• Motor blower vibration test
Annual

- Clean electrical service and control cabinets
- Tighten all electrical service and control connections
- Check and calibrate flow meters
- Check thermocouples:
  - Prove thermocouple accuracy and operation with the use of an infrared scanning device or other method approved by the Director of OC Waste & Recycling.

B.C. MAJOR MAINTENANCE: All Flare Facility maintenance activities not described in Routine Operations, Repair and Maintenance. Major Maintenance shall include, but is not limited to items listed below.

Flare Facility painting

- The Flare and support equipment shall be painted on an as needed basis to preserve equipment life and aesthetic appearance as may be requested by COUNTY in its reasonable discretion but no more frequently than annually.

Annual turn around – inspection and overhaul

- Mechanical turnaround
  - Landfill Gas blower
  - Blower motor
  - Condensate separator process vessel internal inspection and repairs
  - Air compressor
  - Valves, operators
  - Flame arrestor
  - Corrosion monitoring
  - Sight glasses
  - Ignition system

- Electrical turnaround
  - Service motors (clean, dip and bake as necessary)
  - Motor control center
  - Ignition transformer
  - Infrared spectrum check
  - Lighting system

- Instrumentation turnaround
  - Regulators
  - Controllers
  - Gauges
  - Thermocouples
  - Recorders
  - Pressure switches
  - Solenoid valves
- Flow meters
- Temperature meters
- Automatic dialing system
- Test emergency alarm

- General turnaround re-grade work

**Equipment replacement**
- As needed to maintain compliance with Applicable Law and permits.

**Equipment relocation**
- For the avoidance of doubt:
  - COUNTY is responsible, at its own expense, for the relocation of the Flare and Flare equipment if said relocations are due to the COUNTY’s landfill operation needs.
  - BOWERMAN POWER is responsible, at its own expense, for the relocation of the Flare and flare equipment if said relocations are due to a BOWERMAN POWER need.

**Annual Flare stack inspection**
- Blowers
- Insulation
- Shell
- Burner assembly
- Infrared spectrum check of stack skin temperature survey

**Annual stack emissions test**
- As required by the current Flare(s) permit(s).
EXHIBIT C-2

CONDENSATE SYSTEM DESCRIPTION
AND
ROUTINE OPERATION, REPAIR AND MAINTENANCE
AND
MAJOR MAINTENANCE

Condensate System Description

The Condensate System consists of all equipment and components owned by COUNTY and used for transporting Condensate that are located upstream of location point 1, as shown on the attached Exhibit C-4. The Condensate System as it exists or may exist located downstream of location point 1, is considered part of the Site and is the sole responsibility of BOWERMAN POWER. The current condensate system upstream of location point 1 includes, without limitation, the following principal components:

The condensate collection system includes a “pump station” at the toe of the landfill and two plastic tanks located at the “tank farm” area for storage. The pump station contains a holding tank equipped with secondary containment, one pneumatic pump and an electric submersible pump and all ancillary equipment associated with this pump station.
A. ROUTINE OPERATIONS, REPAIR AND MAINTENANCE: Routine Condensate System operation activities performed by BOWERMAN POWER personnel to operate and maintain the Condensate System within operating parameters as reasonably defined by the COUNTY and pursuant to all applicable regulatory permits and requirements associated with its operation. It shall include the activities of a repetitive nature but is not limited to the activities listed below:

**Routine Operations:** Routine operation activities to inspect, monitor, and record system data and make minor adjustments.
- Maintain at least one (1) copy of all records required by Section C-2, including but not limited to readings and logs, at the local site offices at all times.

**Routine Repair and Maintenance:** Routine Condensate System repair and minor preventive maintenance activities.

**Daily**
- Check, monitor, record system process parameters (temperature, pressure, flow, levels)
- Check and record air compressor receiver pressure (if applicable)
- Check and record equipment operations
- Drain air compressor air receiver
- Check flow or level recorders (if applicable) and/or check the main control panel and data recorder
- Check condensate level in the storage tank
- Check air compressor oil level
- Check electrical submersible pump (as needed), electrical wiring and containment vault
- Check flow meters
- Treat and dispose of all condensate collected

**Weekly**
- Check maintenance supplies and spare parts
- Inspect condensate storage tank, piping, support and foundations, carbon drum, containment dike
- Check air compressor and clean intercooler
- Check and fill as needed the pneumatic pump lubricator
- Inspect supports and foundations
- Monitor Carbon Unit output for TOC (methane)
Monthly

- Check and clean air compressor inlet air filter (if applicable)
- Check air compressor drive belt tension (if applicable)
- Inspect utility air line connections
- Check operation of floodlights
- Spray weeds
- Spray insects
- Inspect vault containment
- Check, clean or replace condensate pump filters as necessary

Quarterly

- Check sight glass on storage tank
- Test emergency alarm and shut downs
- Check / clean sump and strainer

Semiannually

- Grease bearings, check/fill air lubricator per manufacturer’s recommendations
- Check and replace airline if necessary

Annual

- Tighten all pneumatic service and control connections

B. MAJOR MAINTENANCE: All Condensate System maintenance activities not described in Routine Operations, Repair and Maintenance. Major Maintenance shall include, but is not limited to the items listed below:

- Condensate system painting (as necessary)

- Mechanical turnaround
  - Condensate storage tank internal inspection and repairs to valves
  - Corrosion monitoring
  - Sight glasses
  - Condensate pumps
  - Air compressor (if applicable)

- Electrical turnaround
  - Service motors (clean, dip and bake as necessary)
  - Motor control center
  - Infrared spectrum check
  - Lighting system
• Instrumentation turnaround
  o Regulators
  o Controllers
  o Gauges
  o Recorders
  o Pressure switches
  o Solenoid valves
  o Flow meters
  o Temperature meters
  o Automatic dialing system

• General turnaround
  o Regrade work

• Equipment replacement
  • As needed to maintain compliance with Applicable Law and permits.

• Equipment relocation
  • For the avoidance of doubt:
    o COUNTY is responsible, at its own expense, for the relocation of the Condensate System within the Flare Facility and condensate equipment if said relocations are due to the COUNTY’s landfill operation needs.
    o BOWERMAN POWER is responsible, at its own expense, for the relocation of the Condensate System within the Flare Facility and condensate equipment if said relocations are due to a BOWERMAN POWER need.

C. CAPITAL ADDITIONS:
  o The COUNTY shall be responsible make capital additions to the Condensate System, as appropriate from time to time, as required to maintain compliance with Applicable Law.
  o The COUNTY and BOWERMAN POWER will work together to develop, maintain and operate the most efficient Condensate System possible as delineated in Sections 1.6 (c) and 1.9 (c).
EXHIBIT C-3

LANDFILL GAS COLLECTION SYSTEM DESCRIPTION
AND
ROUTINE OPERATION, REPAIR AND MAINTENANCE
AND
MAJOR MAINTENANCE

LANDFILL GAS COLLECTION SYSTEM
DESCRIPTION

The Collection System is a combination of horizontal collectors, vertical wells, laterals, headers and subheaders, all of which are located upstream of location point 1 (as shown on the attached Exhibit C-4): For the purpose of Exhibit C-3 the Landfill Gas Collection System shall not include the Flare Facility as described in Exhibit C-1 and the Condensate System as described in Exhibit C-2. A map of the current Collection System is attached hereto as Exhibit C-5 and may be amended as needed from time to time. It includes without limitation, the following components:

- Horizontal collectors
- Perimeter collection trenches
- Vertical extraction wells
- Various laterals, headers, and sub-headers delivering Landfill Gas to the Flare Facility
- Any additions made under this Agreement.
LANDFILL GAS COLLECTION SYSTEM
ROUTINE OPERATIONS, REPAIR, AND MAINTENANCE
MAJOR MAINTENANCE
AND
CAPITAL ADDITIONS

A. ROUTINE OPERATIONS, REPAIR, AND MAINTENANCE: Routine Collection System activities performed by BOWERMAN POWER personnel to operate and maintain the Landfill Gas Collection System within operating parameters as agreed to by COUNTY and BOWERMAN POWER and pursuant to all applicable regulatory permits and requirements associated with its operation. Tasks described in this Section C-3A will be performed at the sole expense of BOWERMAN POWER. It shall include the activities of a repetitive nature, but is not limited to the activities listed below:

Routine Operations: The frequency, adjustment targets and limits of the activities described in this section shall be defined in the BOWERMAN POWER’s System Maintenance Manual. Activities to inspect, monitor, and record system data, make minor adjustments, and perform minor tasks that include but are not limited to:

- Measure pressures and inspect wellhead, Collection System laterals and Collection System header(s) and sub-header(s).
- Sample Landfill Gas from wellhead, Collection System laterals and Landfill Gas Collection System headers, using a GEM 500 Landfill Gas meter or approved equivalent. The method and frequency of sampling to be defined in the BOWERMAN POWER System Maintenance Manual.
- Perform five-component chromatographic analysis of wellhead, Collection System laterals and Collection System header and sub-header Landfill Gas, the method and frequency of sampling as well as the specific five-components are to be defined in the BOWERMAN POWER System Maintenance Manual.
- Record pressure, Landfill Gas component analysis data and observations into database.
- Collection System tuning – adjust Landfill Gas flow rates:
  - To minimize Landfill Gas emissions from the landfill
  - To minimize Landfill Gas migration into adjacent property
  - Comply with the tuning parameters, recording and reporting requirements imposed by the regulators
  - To adjust quantity and quality of Landfill Gas to the Conversion System within the regulatory parameter requirements
  - To optimize system efficiency and provide maximum royalty revenues to the COUNTY
  - To prevent over-pulling and subsurface fires
  - Collection System report preparation and report submittal
  - Order and procure supplies, parts and equipment
- Training (technical – operations and plant mechanical and process, quality process, safety, environmental, supervision, communications).
- Backup computer data systems
Routine Repair and Maintenance: Collection System repair and minor preventive maintenance activities, which include but are not limited to:

- Perform above-grade leak detection and repair.
- Raise and lower well heads to prevent condensate blockage on flex hoses
- Clearing of weeds around well heads, vaults and valves
- Marking and signage for wells, above and below grade main valves and for main headers and sub-headers protection
- Replace aboveground Collection System components:
  - Tygon tubing
  - Sample taps
  - Wellhead flex hose
  - Nuts and bolts
  - Orifice plates
- Removal / draining of minor below and above-ground water blockages in the Landfill Gas Collection System, including, but not limited to, above-ground lateral de-watering
  - The COUNTY to provide equipment (and operator as required) regularly located at the Landfill, when available.
- Tightening flanges
- “Sounding” on vertical wells to determine and track liquid levels

B. MAJOR MAINTENANCE: Major Maintenance and repair activity shall include but is not limited to items listed below:

1) The COUNTY shall perform the Major Maintenance described in this Section C-3 (B) (1) at the sole expense of the COUNTY.

- Vertical well raising, lowering as a result of Landfill construction and operation
- Relocation or abandonment of wells as a result of Landfill construction and operation
- Abandonment of noncompliant or pinched wells as a result of normal Landfill settlement
- Header/sub-header relocation or abandonment as a result of Landfill construction and operation
- Replacement and pipe resizing of header/sub-header to accommodate enough Landfill Gas flow capacity to satisfy emission requirements
- Repair of header/subheader, valves and laterals impacted by normal or incidental Landfill operations.
- Maintain and re-grade existing access roads for ingress and egress for the purpose of operating, adjusting, controlling, and monitoring Collection System
- Replacement or repair of defective main isolation valves (10”-36” diameter) below grade impacted by incidental Landfill operations
- Provide Accu-flo wellhead major components
- Provide valve or major components for above and below grade valves replacement or repair (4” – 36” diameter), such as gear assembly, valve stems, and valve wheel/lever, as a result of normal wear and tear or landfill settlement
• Provide parts and materials for vault installation and repair.

2) BOWERMAN POWER shall perform the Major Maintenance described in this Section C-3 (B) (2) at the sole expense of BOWERMAN POWER.

• Replacement or repair of defective Accu-flo and/or existing well heads or the major components (new wellheads and major parts to be provided by COUNTY, excludes flexible hose, plugs, and sampling ports)
• Replacement or maintenance of above and below grade valves (4” – 36” dia.) or its major components as a result of normal wear and tear (parts to be provided by COUNTY)
  o The COUNTY to provide equipment (and operator as required) regularly located at the landfill, when available.
• Pumping of flooded vertical wells caused by condensate build-up
• Filling and flushing of drain lines, main valves, header/sub-header, laterals, and traps blockage caused by silt or debris build-up
  o The COUNTY to provide equipment (and operator as required) regularly located at the landfill, when available.
• Vault installation and repair (COUNTY to provide parts/vault)

C. CAPITAL ADDITIONS:
  o The COUNTY shall be responsible make capital additions to the Collection System, as appropriate from time to time, as required to maintain compliance with Applicable Law.
  o BOWERMAN POWER shall be responsible for the installation of diversion lines and bypasses to maintain flows during construction of additional wells and laterals etc. and any additional valves and wells for the purpose of enhancing quality and increasing Landfill Gas flow for production for installations that are beyond the requirements necessary for the Landfill to comply with Applicable Law, at BOWERMAN POWER’s sole expense.
  o The COUNTY and BOWERMAN POWER will work together to develop, maintain and operate the most efficient Collection System possible as delineated in Sections 1.6 (c) and 1.9 (c).
EXHIBIT C-4

OWNERSHIP DEMARCATION POINT

Description
The ownership demarcation point for ownership of assets between the parties shall be described as “Location Point 1”. “Location Point 1” shall be described as the flange(s) upstream (normal flow is from the Collection System and to the Flare) of the Conversion System(s) knock out vessel(s) and/or Flare(s). The flange(s) shall be physically identified in the field with a permanent tag identifying the flange as the “demarcation point”. In addition, “Location Point 1” shall be identified on the diagram hereto attached or as modified from time to time. Photos used to further define the “Location Point 1” shall be attached to and found in the BOWERMAN POWER System Maintenance Manual.

Demarcation Point Diagram
EXHIBIT C-5

MAP OF EXISTING COLLECTION SYSTEM
EXHIBIT D

DESCRIPTION OF CONVERSION SYSTEM

The Conversion System is presently contemplated to be a single cycle combustion turbine generating facility that is designed to utilize substantially all of the available Landfill Gas as of the Commercial Operation Date of the Conversion System. The Conversion System is anticipated to consist of the following major components:

1. A state-of-the-art Landfill Gas pretreatment facility designed to remove siloxanes and other harmful constituents in the Landfill Gas prior to combustion.
2. Five (5) Solar brand Mercury 50 combustion turbine generators utilizing Solar’s proprietary Ultra Lean Premix combustion system.
3. Electrical transformers, substations and interconnection equipment and related electrical controls.
4. Associated compressors, pumps, piping, controls, systems and other equipment.

Subject to the terms of this Agreement, BOWERMAN POWER may change one or more of the components of the Conversion System, in its reasonable discretion. Changes will require written consent or approval of the Director of OC WASTE & RECYCLING, or designee, which consent shall not be unreasonably withheld, conditioned or delayed.
EXHIBIT E

HEALTH AND SAFETY LAWS AND REGULATIONS

1) GENERAL SAFETY RESPONSIBILITY
   a) BOWERMAN POWER shall be solely and completely responsible for conditions
      including, but not limited to, the protection and safety of its employees, visitors and
      property.
   b) BOWERMAN POWER shall have in place a written Health and Safety Plan (HSP) that is
      in compliance with all federal, state, and local health and safety laws, orders, and
      regulations pertaining to its operations. More specifically, BOWERMAN POWER shall
      ensure compliance with the applicable requirements of the Department of Occupational
      Safety and Health, DOSH (commonly referred to as Cal/OSHA) and, to the extent
      possible, provide its employees, subcontractors, and agents with a safe work environment
      free from recognized hazards.
   c) The HSP shall be submitted to the COUNTY within thirty (30) calendar days after the
      effective date of the agreement.
      i) Review of BOWERMAN POWER’s HSP by the COUNTY shall not relieve
         BOWERMAN POWER of the responsibility for any aspect of this agreement, or for
         compliance with all federal, state, and local laws pertaining to health and safety.
         (1) Strict adherence to BOWERMAN POWER’s HSP will be required for all internal
             company and subcontractor personnel.
   d) Department review: The designated OC WASTE & RECYCLING Safety Officer will
      review / audit the submitted HSP, according to regulatory requirements, at the time of
      submission.
      i) COUNTY’S acceptance/concurrence of BOWERMAN POWER’s HSP does not
         relieve or transfer any such responsibilities to the COUNTY.

2) HEALTH AND SAFETY PLAN (HSP) REQUIREMENTS
   a) General: Site Characterization and Scope-of-Work
      i) Site-specific, with an emphasis on the type(s) of service(s) performed, including the
         hazards associated with such work and the procedures in effect to protect employees
         against such hazards.
         (1) Example – Identified Hazard: Landfill Gas (LFG) is derived from decomposing
             refuse, and is comprised primarily of methane (CH4) and carbon dioxide (CO2);
             trace quantities of other gases are also present, including volatile organic
             compounds, hydrogen sulfide, vinyl chlorides, etc. LFG can ignite explosively,
             create asphyxiation hazards, and is capable of offsite migration that could pose a
             safety threat within enclosed structures.
         (2) Example – Mitigation Measure (Administrative - procedure): Staff and sub-
             contractors will be fully advised and trained in the need for precautions against
             fire, explosion, and asphyxiation hazards when working in areas with a potential
             for an LFG release.
   b) Injury and Illness Prevention Program - IIPP
      i) Background: The Department of Occupational Safety and Health (DOSH) requires a
         written and effective Injury and Illness Prevention Program (IIPP). The IIPP is the
primary component of a comprehensive HSP, and one that is closely evaluated by DOSH Compliance Officers.

(1) The IIPP is mandated in Title 8 California Code of Regulations Section 3203, General Industry Safety Orders, and Title 8 California Code of Regulations Section 1509, Construction Safety Orders.

ii) IIPP Components:

(1) Responsibility - 3203(a)(1): Identify the person(s) with authority and responsibility for implementing the Program.

(a) NOTE: This is overall authority for the program – field and office.

(2) Compliance – 3203(a)(2): Include a system for ensuring that employees comply with safe and healthy work practices. This includes employee recognition, i.e. safety incentives, disciplinary actions, remedial training or any other means to ensure compliance.

(3) Communication – 3203(a)(3): Implement a system to communicate safety and health matters to all affected employees, including provisions whereby the employee can inform the employer of worksite hazards without fear of reprisal. This includes safety or “tailgate” meetings, written communications and/or postings, anonymous hazard reporting by employees, labor/management safety and health committees, or other means to ensure communication with employees.

(4) Inspections – 3203(a)(4): Include procedures for identifying and evaluating workplace hazards, i.e. unsafe conditions and/or work practices. Also to be included in the inspection process is the addition of a new or previously unrecognized occupational safety and health hazard (substance, process, procedure or equipment).

(5) Accident Investigations – 3203(a)(5): The Program must include a procedure(s) to investigate injury or occupational illness.

(6) Hazard Correction – 3203(a)(6): Include methods and/or procedures for correcting unsafe and unhealthy work conditions, or practices, in a timely manner.

(7) Safety Training & Instruction – 3203(a)(7): Provide safety training and relevant instruction to employees:

(a) New hires, re-classified employees and supervisors.

(b) Upon discovery of new or previously unrecognized hazards, or introduction of new materials, policy or equipment.

(8) Record Keeping & Documentation: Records taken to implement and maintain the Program shall include:

(9) Safety Inspections – 3203(b)(1): Inspection records, as required by subsection (a)(4), shall include person(s) conducting inspection, identified hazards and corrective actions taken. Retain records for at least one (1) year.

(10) Training - 3203(b)(2): Employee training records, as required by subsection (a)(7), shall include employee name or other identifier, dates, type of training, and instructor(s). Retain records for at least one (1) year.

3) OTHER HEALTH AND SAFETY PLAN (HSP) REQUIREMENTS

a) General: The IIPP is one of a handful of programs that may be required by DOSH. Depending on operations, certain work details may require other written programs such as those defined below. It is the responsibility of BOWERMAN POWER to maintain compliance with applicable safety standards beyond the basic IIPP requirements.
b) Other HSP component examples (based on operations):
   i) *Code of Safe Practices* – in Title 8 California Code of Regulations Section 1509;
      *Emergency Action Plan* – in Title 8 California Code of Regulations Section 3220;
      *Fire Prevention Plan* – in Title 8 California Code of Regulations Section 3221;
      *Hazard Communication Program* – in Title 8 California Code of Regulations Section 5194;
      *Confined Space Entry* – in Title 8 California Code of Regulations Section 5156-§5159;
      *Respiratory Protection* – in Title 8 California Code of Regulations Section 5144;
      *Lockout / Tag out* – in Title 8 California Code of Regulations Section 3220;
      *Chemical Hygiene* – in Title 8 California Code of Regulations Section 5191 & Article 110;
      *Blood borne Pathogens* – in Title 8 California Code of Regulations Section 5193;
      *Hearing Conservation* – in Title 8 California Code of Regulations Section 5096 – §5100;
      *Excavation and Shoring* – in Title 8 California Code of Regulations Section 1541.1;
      *Personal Protective Equipment* – T8 CCR §3380-$§3400;
      *Welding, Brazing and Cutting* – in Title 8 California Code of Regulations Section 1536, §1537; etc.

c) BOWERMAN POWER’s HSP is subject to periodic review and/or audit by the designated OC WASTE & RECYCLING Safety Officer; this is to ensure regulatory compliance as well as to promote a cooperative working relationship regarding safety matters between BOWERMAN POWER and the COUNTY.

4) HAZARDOUS MATERIALS DISCLOSURE PLAN (as required by applicable law)

a) Required by the California Health & Safety Code, as a “CUPA” requirement, and comprised of two (2) parts:
   i) *Chemical Inventory*: Detailed listing of both hazardous materials and hazardous waste stored on-site.
   ii) *Business Emergency Plan*: Addresses internal procedures for handling spills of hazardous, liquid or nuisance materials it is using while working on COUNTY property. This shall include proper handling, removal and disposal of these materials per all applicable Federal, State and local requirements.

b) Any spill-damaged area(s) must be restored / repaired to its original condition by BOWERMAN POWER, in an environmentally correct and timely manner, to the satisfaction of the COUNTY.

c) This program will be evaluated by the Orange County Fire Authority (OCFA) and is to be maintained onsite.
   i) This program will not be evaluated by OC WASTE & RECYCLING, but must be complete and ready for review by OCFA during annual inspection of the facility.
Exhibit F

QUITCLAIM BILL OF SALE

THIS QUITCLAIM BILL OF SALE (this “Agreement”) is made and entered into as of the Effective Date by and among GSF ENERGY, LLC (“GSF”), BOWERMAN POWER LFG, LLC (“BP LFG”) (GSF and BP LFG are collectively the “Seller”) and COUNTY OF ORANGE (“Buyer”).

WHEREAS, Seller acquired and owns certain assets that are components of the Collection System, the Condensate System and the Flare Facility at the Landfill; and

WHEREAS, Seller desires to transfer to Buyer the Assets (defined below) that are components of the Collection System, the Condensate System and the Flare Facility at the Landfill, as more specifically described herein; and

WHEREAS, Buyer wishes to acquire the Assets as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein:

1. Asset Conveyance. (a) Seller does hereby sell, assign, convey, and transfer to Buyer any and all of Seller’s right, title and interest in and to any and all of its assets incorporated within the Collection System, the Condensate System and the Flare Facility that are upstream of “Location Point 1”, as more specifically set out in Section 5 below (“the Assets”), for the consideration set forth in Section 2 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The Assets do not include, and Seller is not assigning, conveying or transferring to Buyer, its right, title or interest in any tools, equipment or other assets or property that are incorporated within, a component of, or related to the Site, the Conversion System, the Utility Interface, the Landfill Gas, the Covered Products or the Flare Products, any tools, equipment, assets or property related to Seller’s ownership, operation or maintenance of the Conversion System and the Utility Interface, or any other assets or property of Seller that are not specifically incorporated within the Collection System, the Condensate System or the Flare Facility.

(b) The Assets are being acquired by Buyer on an "AS IS" and "WHERE IS" basis, subject to any and all pledges, claims, assessments, leases, charges, mortgages, liens, (including federal, state, and local tax liens), security interests, and other encumbrances that may exist with respect to the Assets. SELLER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATIONS OR WARRANTIES AS TO TITLE, THE VALUE OF THE ASSETS, THE DESIGN OR CONDITION OF THE ASSETS, THE QUALITY OR CAPACITY OF THE ASSETS, WORKMANSHIP, COMPLIANCE OF THE ASSETS WITH THE REQUIREMENTS OF ANY LAW, RULE,
PERMIT, SPECIFICATION OR CONTRACT PERTAINING TO THE ASSETS, OR THE ABSENCE OF ANY HAZARDOUS MATERIAL, PATENT INFRINGEMENT OR LATENT DEFECTS.

(c) The above Section 1 (b) does not relieve the Seller of, or cure any maintenance, repair lacking, or any system abandonment required at the time of transfer to the COUNTY, and/or the responsibilities called for otherwise in the Second Amended and Restated Landfill Gas Rights and Production Facilities Agreement at Seller’s sole cost.

2. Consideration. Upon the terms and subject to the conditions contained in this Agreement, in consideration for the Assets and in full payment therefore Buyer will submit payment to Seller in the amount of ONE DOLLAR ($1.00) in immediately available funds upon execution of this Agreement. The parties acknowledge and agree that, in addition to the consideration set forth above, any sales, use or other transaction taxes in connection with the sale of the Assets shall be paid by Buyer.

3. Assignment/Assumption. Seller hereby assigns, transfers, conveys and delivers to Buyer, its successors and assigns, all of Seller’s rights, title, and interests in, to and under any document, permit, or entitlement evidencing any rights of Seller in and appurtenant to the Assets; provided, however, that Seller makes no representation or warranty as to the transferability or assignability of any such document, permit or entitlement; and provided further that any transfer, assignment, conveyance or delivery effected by this Section is solely to the extent that any such document, permit or entitlement does not evidence any rights of Seller in and appurtenant to any assets retained by Seller. Buyer hereby accepts and assumes the foregoing assignment, transfer and conveyance.

4. Definitions. Any capitalized terms in this document that are not defined herein shall refer to the definition of such term in the Second Amended and Restated Landfill Gas Rights and Production Facilities Agreement between Seller and Buyer of even date herewith.

5. Asset demarcation point, “Location Point 1”

The ownership demarcation point for ownership of assets between the parties shall be described as “Location Point 1”. “Location Point 1” shall be described as the flange(s) upstream (normal flow is from the collection system and to the Flare) of the conversion system(s) knockout vessel(s) and or Flare(s). This flange(s) shall be physically identified in the field with a permanent tag identifying the flange as the “demarcation point”. In addition, the “Location Point 1” shall be identified on the process flow diagram hereeto attached or as modified from time to time.

Demarcation Point Diagram
Attached and marked as Exhibit F

*** Signatures for filing this Quitclaim appear on the page following the map ***
Conversion System

Proposed New Power Plant

From Landfill Gas Collection System North Line

County

Existing Inlet Gas Knock-out Vessel

Existing Flare Stack(s)

Potential New Flare Stack

County

Existing Knock-out Vessel

Assets owned by the County

From Landfill Gas Collection System South Line

Assets owned by Bowerman Power

[ ] Means => Demarcation Point / Flange

Ownership

(1) The flange(s) shall be physically identified in the field with a permanent tag identifying the flange as the "demarcation point"

Revision 09-26-11
IN WITNESS WHEREOF, COUNTY and BOWMAN POWER hereto have executed this Quitclaim Agreement on the dates opposite their respective signatures.

County of Orange

Date: 11/17/11
By: [Signature]
Director, OC WASTE & RECYCLING

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Date: 10/13/11
By: [Signature]
Deputy

Bowman Power, LLC, L.L.C. *

Date: 10/16/2011
By: [Signature]
Print Name: David R. Norman
Title: President

GSF Energy, L.L.C.

Date: 10/10/2011
By: [Signature]
Print Name: David R. Norman
Title: President

* If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurer.

Exhibit 1
Exhibit G

Landfill Gas Generation Rate Table
Frank R. Bowerman Landfill
Revision 10-07-11 and as amended from time to time
Attachment A

FRANK R. BOWERMAN LANDFILL
ESTIMATION OF LANDFILL GAS GENERATION RATE 10/7/11

Year

Disposal
Rate
(tons/yr)

Cumulative
Tonnage

c
t
(yr) (yr)

LFG
(ft3/yr)

LFG
(scfm)

Collection
Efficiency
LFG
75%
Available

Remarks

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1,329,090
1,308,020
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1,739,440
1,953,232
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**Notes:**

1. Use EPA Model:

LFG Generated = 2*Lo*R*[exp(-kc)-exp(-kt)]

Lo = potential methane generation capacity = 4411 SCF of CH4/Ton

R = average annual refuse acceptance rate, Mg/yr

k = methane generation rate constant = 0.025

c = time since landfill closure, yr (= 0 for active landfills)

t = time since initial refuse placement, yr

scfm = standard cubic ft per minute
THIRD AMENDMENT TO THE LANDFILL GAS RIGHTS & PRODUCTION FACILITIES AGREEMENT
AND SETTLEMENT AGREEMENT

Frank R. Bowerman Landfill

THIS THIRD AMENDMENT AND SETTLEMENT AGREEMENT (this “Third Amendment”) is made as of [__________], 2023 (the “Effective Date”) by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“COUNTY”), and BOWERMAN POWER LFG, LLC, a Delaware limited liability company (“BOWERMAN POWER”), which are sometimes individually referred to as “PARTY” or collectively referred to as “PARTIES”.

RECITALS:

I. COUNTY AND BOWERMAN POWER are parties to that certain Second Amended & Restated Landfill Gas Rights and Production Facilities Agreement dated as of November 17, 2011, as amended by that certain First Amendment & Waiver to the Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement (the “Agreement”).

II. Pursuant to the Agreement, BOWERMAN POWER has certain exclusive rights to process, convert, use and/or sell Landfill Gas located at the Landfill and currently utilizes the Conversion System to produce and sell electricity.

III. The PARTIES have an ongoing dispute regarding their respective responsibilities with respect to Flare Facility Improvements and entered into a Tolling Agreement dated August 18, 2020, as amended and currently set to expire on August 18, 2023 (the “Tolling Agreement”), to toll the running of any statute(s) of limitations regarding the “Tolling Parties’ Claims,” as defined therein. (“Tolling Parties’ Claims” shall have the same meaning in this Third Amendment as in the Tolling Agreement.)

IV. Whereas, during the Tolling Period, the PARTIES worked collaboratively to resolve the Tolling Parties’ Claims and created the Master Plan for the Frank R. Bowerman Landfill Flare Facility which encompasses a Scope of Responsibility and Preliminary Design Report (“Flare Facility Master Plan” (Attached hereto as Annex I)) which clarifies the roles and responsibilities of both PARTIES as they pertain to necessary Flare Facility capital improvements and ongoing maintenance for the remaining term of the Agreement to ensure regulatory compliance.

V. Whereas, BOWERMAN POWER wants to construct, own, and operated a High-BTU Conversion Facility (“RNG Facility”) to beneficially utilize the Excess Gas that is available at the FRB Landfill and generate additional revenue under a new royalty structure, in which a portion of the increased royalties will be used to fund the Flare Facility Master Plan requirements to ensure continued regulatory compliance.
VI. Whereas, the PARTIES executed the Non-Binding Confidential Terms Sheet (“RNG Term Sheet”) on November 9, 2022 which set forth terms and conditions that formed the basis for negotiations that resulted in this Third Amendment.

VII. Whereas, the PARTIES intend to resolve and settle and mutually provide releases with respect to the Tolling Parties’ Claims by entering into this Third Amendment which incorporates the Flare Facility Master Plan into the Agreement and establishes a new compensation structure that guarantees a minimum royalty paid to the COUNTY based on Gross Revenue from the sale of existing Covered Products and provides for increasing royalties paid to the COUNTY based on Gross Revenue of a future renewable natural gas (“RNG”) facility.

VIII. Whereas, upon BOWERMAN POWER’S completion of the “RNG Conditions” provided in Section 7 of this Third Amendment, BOWERMAN POWER will finalize design and construction of a new RNG Facility.

IX. Whereas, the PARTIES agree that upon the Commercial Operation of the RNG Facility, the Term of this Agreement will run for a period of twenty (20) years (the “Updated Term”).

X. Whereas with the execution of this Third Amendment the PARTIES desire to clearly establish that BOWERMAN POWER is responsible for Flare Facility improvements and expansions necessary to maintain the COUNTY in compliance with all Applicable Law and as provided in the Flare Facility Master Plan or as otherwise may be required and to amend, replace and memorialize new royalty amounts for Covered Products, including but not limited to the current and future production of Renewable Electricity Generation (REG) and future Renewable Natural Gas (RNG) from a new RNG Facility to be built by BOWERMAN POWER.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. **Automated Landfill Gas Collection System:** BOWERMAN POWER agrees to initiate a pilot program to analyze the effectiveness of an Automated Landfill Gas Collection System such as the Loci system on the Landfill.

   BOWERMAN POWER agrees to coordinate with OCWR staff regarding pilot project parameters and share all data from the pilot project.

   If the pilot project is successful and approved by COUNTY, BOWERMAN POWER shall implement an Automated Landfill Gas Collection System for the entire Collection System at BOWERMAN POWER’s sole cost and expense.

2. **The Flare Facility Master Plan:** The Flare Facility Master Plan (as provided in Annex I) is hereby added to the Agreement and shall be considered a material obligation of
the Agreement. The rights and responsibilities found in the Flare Facility Master Plan shall become operative upon execution of this Third Amendment to Agreement.

3. **Amendments to Defined Terms and New Exhibits.**

3.1. The following definition for “Flare Capital Investment and O&M Expenses” is hereby added to Section 1.1 of the Agreement: “**Flare Facility Capital Investment and O&M Expenses**” shall mean the aggregate amount of all of the following costs and expenses incurred by BOWERMAN POWER or its Affiliates: (i) all capital expenditures with respect to compliance with the Flare Facility Master Plan, and as otherwise may be required under the Agreement; (ii) all costs and expenses relating to Routine Flare Facility and Condensate System Operation and Maintenance, Major Maintenance, and any other maintenance and operation obligations with respect to the Flare Facility, the capacity thereof, the Condensate System, or the management of Condensate; and (iii) all additional costs required to comply with Applicable Law as applicable to the Flare Facility and its operational components or the Condensate System.

If, at any time during the term of this Agreement, the COUNTY establishes a system to treat and dispose of Leachate, the cost of such system, treatment and disposal may, at the option of the COUNTY, be included in the Flare Capital Investment and O&M Expenses.

3.2. The following definition for “Flare Facility Master Plan” is hereby added to Section 1.1 of the Agreement: “**Flare Facility Master Plan**” shall mean document entitled Master Plan for the Frank R. Bowerman Landfill Flare Facility which encompasses a Scope of Responsibility and Preliminary Design Report and his attached to this Agreement as Exhibit J. The Flare Facility Master Plan, in its current form or as may be amended, is intended to clarify the roles and responsibilities of both Parties as they pertain to necessary Flare Facility capital improvements and ongoing maintenance for the remaining term of the Agreement to ensure regulatory compliance. The Flare Facility Master Plan may be periodically amended and updated with written agreement of the Director of OC WASTE & RECYCLING and BOWERMAN POWER.

3.3. The following definition for “OCWR” is hereby added to Section 1.1 of the Agreement: “**OCWR**” shall mean OC Waste & Recycling, a department of the County of Orange.

3.4. The following definition for “Temporary H₂S Treatment System” is hereby added to Section 1.1 of the Agreement: “**Temporary H₂S Treatment System**” shall mean the individual components and equipment, including the boost blower skid, valve skid, and media vessels, installed for the specific purpose of reducing H₂S content for Flare 6 only.

3.5. The following definition for “RNG Facility Commercial Operations Date” is hereby added to Section 1.1 of the Agreement: “**RNG Facility Commercial Operations Date**” shall mean the first date on which the RNG Facility makes commercial deliveries of natural gas.

3.6. The following definition for “RNG Facility” is hereby added to Section 1.1 of the Agreement: “**RNG Facility**” shall mean the high-BTU natural gas-based conversion system, natural gas pipeline relating thereto to be constructed by BOWERMAN POWER upon completion of the RNG Facility Conditions Precedent.
3.7. The following definition for “RNG Facility Site” is hereby added to Section 1.1 of the Agreement: “RNG Facility Site” shall mean that certain property shown on Exhibit [I] attached hereto as may be amended by the mutual agreement of COUNTY and BOWERMAN POWER.

3.8. The following definition for “Leachate” is hereby added to Section 1.1 of the Agreement: “Leachate” shall mean any liquid, including any suspended components in the liquid, that has percolated through or drained from the landfill.

3.9. Annex I attached hereto is hereby added as a new Exhibit [H] to the Agreement.

3.10. Annex II attached hereto is hereby added as a new Exhibit [I] to the Agreement.

3.11. Exhibit C-1 Amendments:

   a. Flare Facility Description will be amended to reflect incorporation of the equipment listed in the Flare Facility Master Plan,

   b. Flare Facility Routine Operations, Repair and Maintenance and Major Maintenance shall be amended to reflect incorporation of the equipment listed in the Flare Facility Master Plan and if not otherwise stated require BOWERMAN POWER to follow all manufacturer’s operation and maintenance guidelines.

   c. BOWERMAN POWER shall provide OCWR a copy of all manufacturer operation and maintenance manuals for all Flare Facility equipment.

4. Amendments to Section 1.4 (Compensation to County).

4.1. Section 1.4(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

   “(ii) If BOWERMAN POWER sells Covered Products to (1) COUNTY, or (2) any other customer at or above the Market Price during that calendar quarter, the royalty for those Covered Products shall be calculated as the greater of either the Minimum Annual Royalty or as follows:

   1) 5% of the Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is less than or equal to $6.00 per MMBtu;
2) 15% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $6.00 per MMBtu but less than or equal to $10.00 per MMBtu;

3) 25% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $10.00 per MMBtu but less than or equal to $15.00 per MMBtu; and

4) 50% of incremental Gross Revenue from the sale of such Covered Products when the Market Price for such Covered Products is greater than $15.00 per MMBtu.

4.2. Section 1.4(v) of the Agreement is hereby deleted and replaced with the following:

“(v) Minimum Annual Royalty: Beginning on the Effective Date of this Third Amendment the annual net minimum royalty (“Minimum Annual Royalty”) payable to COUNTY from Gross Revenue royalties before any offsets up to 50% are deducted for Flare Facility Capital Investment and O&M Expenses will not be less than $1,500,000 annually, as long as the annual average Landfill Gas available to the Conversion System and the Flare Facility during any such calendar year is not less than 217 MMBTU/hr (Lower Heating Value).

The Minimum Annual Royalty shall be adjusted annually according to the Cost Index as provided in Section 1.1 of the Agreement.

If the Conversion System ceases operation on any day prior to December 31 in the final year of operation, the minimum annual royalty will be subject to pro rata reduction based on the number of calendar months the Conversion System operated in that calendar year.

Calculation of Royalties: For clarification, the Minimum Annual Royalty, and royalties for the sale of Covered Products in general, are to be calculated and paid as follows: Each quarter the royalty payment is to be calculated as set forth above. After the fourth quarter royalty payment is calculated, the minimum annual royalty due for any given year except the last year of operation of the Conversion System would be the greater of: (1) the royalty as calculated per Section 1.4(i) and 1.4(ii) or (2) the Minimum Annual Royalty amount. The minimum annual royalty payment is due with the fourth quarter payment of each year.

Prepayment of the amount due is allowable. Royalties paid pursuant to the sales of Flare Products as per Section 1.4(iii) are not applicable towards the calculation to meet the Minimum Annual Royalty.
4.3. The following is hereby added to the Agreement as a new Section 1.4(vii):

“(vii) Notwithstanding anything herein to the contrary, and subject to the payment of the Minimum Annual Royalty, any and all royalty payable pursuant to Section 1.4(ii) or Section 1.4(v) shall be reduced by the cumulative amount of any and all Bowerman Capital Investment and O&M Expenses not previously deducted from royalty payments pursuant to this Section 1.4(vii); provided, however, that no individual royalty payment shall be reduced by more than fifty percent (50%) and any remaining set-off amount not applied pursuant to such cap shall be rolled forward and set off against future royalty payments. In any event, prior to (and after) the RNG Commercial Operation Date the Minimum Annual Royalty shall not fall below one and a half million dollars ($1,500,000) paid to OCWR annually, as adjusted pursuant to the Cost Index as provided in Section 1.1 of the Agreement.

Any outstanding balance of expenditures made by BOWERMAN POWER for Flare Facility Capital Investment and O&M Expenses or compliance with the Flare Facility Master Plan that may exist upon the expiration of the Term, the Updated Term, or any extension of the Term of this Agreement shall be the sole responsibility of BOWERMAN POWER.”

5. **Flare Facility Improvements.**

5.1. **Amendment to Section 1.9 (Collection System and Flare Facility).** Section 1.9(a) is hereby deleted and replaced with the following:

“(a) Flare Facility Construction. BOWERMAN POWER shall install additional Flares and other Flare Facility components and improvements as reflected in the Flare Facility Master Plan and as may otherwise be required to destruct all Landfill Gas reasonably projected to be recovered by the Collection System at the Landfill and comply with all Applicable Law. The Parties agree that until an alternative method of Landfill Gas destruction and destruction capacity determination is clearly defined in writing by the SCAQMD to the reasonable satisfaction of the Director of OC WASTE & RECYCLING, only Flare Facility capacity will count towards the Landfill Gas destruction capacity requirements required by this Agreement. BOWERMAN POWER is solely responsible for the installation of temporary equipment as may be needed to maintain compliance and/or all fines and penalties associated with non-compliance caused by inadequate Flare Facility capacity. BOWERMAN POWER agrees to meet at a minimum annually with the COUNTY to review the most current Landfill Gas Generation Rate Table (Exhibit G), and establish a timeline agreed to by both parties as to when expanded Flare capacity is to be installed.

In furtherance of the above, the PARTIES agree that BOWERMAN POWER shall construct, develop and install (or cause to be constructed, developed and installed) the additional Flares and other Flare Facility components and improvements to the Flare Facility as set forth in and in accordance with the Flare Facility Master Plan, at
BOWERMAN POWER’s sole cost and expense pursuant to the royalty structure agreed to in Section 1.4(ii) of this Third Amendment; provided that (i) BOWERMAN POWER shall not be responsible for any material increases to anticipated costs and expenses as set forth in the Flare Facility Master Plan that result from changes to Applicable Law or Policy occurring after the date of this Third Amendment, and any such increases shall be addressed by the Parties in good faith in a subsequent amendment to the Agreement if the existing royalty structure is insufficient to cover the increased costs caused by the changes to Applicable Law, and (ii) all Flare Capital Investment and O&M Expenses shall be set off against royalties due to COUNTY hereunder in accordance with Section 1.4(ii). Without limiting the generality of the foregoing, BOWERMAN POWER shall be solely responsible for the provision of a Temporary H₂S Treatment System and a permanent H₂S treatment system and related appurtenances as set forth in the Flare Facility Master Plan (the “Permanent H₂S Treatment System”) sufficient to comply with Applicable Law; provided that, when the Temporary H₂S Treatment System is no longer necessary [as mutually determined by the Parties], BOWERMAN POWER shall remove the Temporary H₂S Treatment System, replace it with [straight pipe or similar alternative which ensures continuing compliance with Applicable Law as required under Section 1.15(c) of the Agreement], and shall retain ownership of the removed Temporary H₂S Treatment System following removal. COUNTY shall perform all of its obligations and responsibilities as set forth in the Flare Facility Master Plan and shall otherwise cooperate with BOWERMAN POWER in connection with BOWERMAN POWER’s performance of its obligations hereunder and as provided in the Flare Facility Master Plan. COUNTY agrees to grant to BOWERMAN POWER, and/or to the appropriate utility providers, easements across the Landfill (in form and substance satisfactory to COUNTY in its reasonable discretion) and across property contiguous with the Landfill that is owned or leased by COUNTY and that may be reasonably necessary in connection with BOWERMAN POWER’S exercise of its obligations hereunder. Upon request, COUNTY shall reasonably assist BOWERMAN POWER in connection with obtaining any permits, authorizations or third-party easements with respect to this Third Amendment and as required under the Flare Facility Master Plan.

5.2. Amendments to Section 2.8 (Ownership of Improvements). The following sentence is hereby added to the end of Section 2.8 of the Agreement: “Notwithstanding anything in this Section 2.8 to the contrary, BOWERMAN POWER shall retain ownership of the Temporary H₂S Treatment System as set forth in Section 1.9(a).”

5.3. Basis for Regulatory Compliance. Any changes in Applicable Law that result in new regulatory obligations for the Flare Facility or Capacity that increases the anticipated capital as referenced in the Flare Facility Master Plan may require an amendment to the Agreement to account for additional costs and assignment of responsibilities.

6. Settlement Releases of the Tolling Parties’ Claims. Except as expressly otherwise provided in this Third Amendment, the PARTIES individually and on behalf of their affiliates, parents, subsidiaries, directors, officers, shareholders, partners, members, employees, servants, agents, attorneys, representatives, heirs, executors, successors, and assigns, do hereby mutually release, remise, and forever discharge each other and the other’s affiliates, parents, subsidiaries, directors, officers, shareholders, partners, members, employees, servants, attorneys, representatives, successors, and assigns from the Tolling Parties’ Claims.
7. RNG Facility Conditions Precedent:

7.1. The PARTIES Agree that prior to construction of the RNG Facility, BOWERMAN POWER shall comply with following conditions precedent ("RNG Conditions"): 

a. Execution of this Amendment; and

b. Completion of an RNG Master Plan* similar to the collaborative process and content found in the Flare Facility Master Plan, which encompasses a Scope of Responsibility and Preliminary Design Report and clarifies the roles and responsibilities of both PARTIES as they pertain to necessary RNG Facility capital improvements and ongoing maintenance; and

c. Submission for approval to the Director of OC WASTE & RECYCLING a Project Basis of Design, which shall include a Site layout and elevation drawings (11” x 17” size) showing the location, height and routing of major equipment and utilities within the Site; and

d. After approval of the Project Basis of Design, submission to Director of OC WASTE & RECYCLING preliminary plans for development and use of the Site ("Preliminary Plans"). The Preliminary Plans shall include at a minimum:

1. A legal description and drawing depicting the boundaries of the RNG System project;
2. A detailed plan showing all improvements planned for the Site. This plan shall show any existing and proposed easements affecting the Site, ingress and egress to and from the Site, parking, location of all utilities, drainage plan, and rough grade elevations of all structures;
3. A Site layout drawing showing uses, buildings and other features;
4. Colored rendering or model which includes the proposed exterior color scheme;
5. A general project description including improvements and methods of operations, and
6. An estimate of the total cost of improvements planned.

*Note: Some required elements are listed separately but may be an element of the RNG Master Plan.

The Director of OC WASTE & RECYCLING may approve, reject, or request additional information as appropriate, regarding the Preliminary Plans.

e. Provision of CEQA Documents: Submit to Director of OC WASTE & RECYCLING a Draft Initial Study, prepared at BOWERMAN POWER’s sole expense for review and comment prior to formal submittal to the COUNTY.
f. Approval by COUNTY of CEQA requirements.

7.2 RNG Facility Construction: Section 1.8.2 Entitled CONSTRUCTION OF RNG FACILITY is hereby added to the Agreement as follows:

“1.8.2 CONSTRUCTION OF RNG FACILITY

(a) Upon completion of the RNG Conditions, BOWERMAN POWER shall cause to be designed, constructed, and installed within the RNG Facility Site, at its sole expense, any RNG Facility improvements as provided in the RNG Master Plan and as may be expanded from time to time, to adequately accommodate the uses permitted under this Agreement and shall submit its design plans and easement requirements therefore for review and approval by the Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. The construction proposed by BOWERMAN POWER may be scheduled in Commercially Reasonable Increments, subject to review by the Director of OC WASTE & RECYCLING and the appropriate COUNTY building official. BOWERMAN POWER shall provide a construction schedule, updated monthly. Development of the RNG Facility Site shall be conducted in a good and workmanlike manner and shall meet all other requirements contained in this Agreement. Approval by the Director of OC WASTE & RECYCLING shall not be unreasonably conditioned, delayed, withheld or denied.

(b) Prior to starting construction of the RNG Facility, BOWERMAN POWER will
   i. Obtain environmental clearance for all work encompassed by this Agreement and the RNG Master Plan in accordance with the requirements of CEQA and all other Applicable Law;
   ii. Submit evidence of insurance coverage that fully complies with section 2.12 of this Agreement.
   iii. Submit evidence of approval of all required building permits;
   iv. Submit evidence of OCFA fire system approvals.”

7.3 Before delivering Covered Products from the RNG Facility to any Customer, BOWERMAN POWER shall provide a copy of the Energy Agreement to the Director of OC WASTE & RECYCLING as per Section 1.12 (a)(xiii).

8. Updated Term: Section 1.3 (a), (b) and (c) of the Agreement are deleted in their entirety and replaced with the following:

“(a) Subject to the termination provisions contained elsewhere in this Agreement, upon the Commercial Operation of the RNG Facility, the Term of this Agreement will run for a period of twenty (20) years (the “Updated Term”). The Updated Term of this Agreement may be extended by two (2) additional ten (10) year Terms by the COUNTY if 1) BOWERMAN POWER submits written notice not less than one (1) year in advance of the scheduled termination date and 2) BOWERMAN POWER is continuing to productively use Landfill Gas to produce Covered Products for sale and 3) BOWERMAN POWER agrees to relocate the REG and/or RNG Site (the “Sites”) at the sole expense of
BOWERMAN POWER to an alternate location which is agreed to by each Party at such point in time that the current Sites is needed by the COUNTY for landfill operations or purposes during the requested extension period(s).”

(b) In the event that, on or before July 1, 2027 there is no RNG Commercial Operation Date, then the Term of this Agreement shall remain unchanged.

(c) N/A


9.2. Capitalized Terms. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

9.3. Notices. All notices, communications, agreements, certificates, documents or other instruments executed and delivered after the execution and delivery of this Third Amendment may refer to the Agreement without making specific reference to this Third Amendment, but nevertheless all such references shall include this Third Amendment unless the context requires otherwise.

9.4. Counterparts. This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

9.5. Integration. The Parties hereby ratify, confirm and reaffirm, without condition, all the terms and conditions of the Agreement and agree that they shall continue to be bound by the terms and conditions thereof as amended by this Third Amendment. The Agreement and this Third Amendment shall be construed as complementing each other and as augmenting and not restricting the Parties' rights, and, except as specifically amended by this Third Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

9.6. Representations. Each of the Parties represent and warrant that this Third Amendment has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms. COUNTY represents and warrants that its representations and warranties set forth in Section 2.16 of the Agreement are true and correct as of the date hereof as if made on such date.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Third Amendment as of the day and year first above written.

THE COUNTY OF ORANGE,
a political subdivision of the State of California

By: ______________________________
   Director, OC Waste & Recycling

Date: ____________

APPROVED AS TO FORM:
COUNTY COUNSEL

By: ______________________________
   Paul M. Albarian, Senior Deputy

Date: ____________

BOWERMAN POWER LFG, LLC

By: ______________________________
   Name: ___________________________
   *Title: ___________________________

By: ______________________________
   Name: ___________________________
   *Title: ___________________________

* If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other document demonstrating the legal authority of the signee to bind the corporation.
ANNEX I

MASTER PLAN FOR FRANK R. BOWERMAN LANDFILL FLARE FACILITY
SCOPE OF RESPONSIBILITY

MASTER PLAN

FOR

FRANK R. BOWERMAN LANDFILL

FLARE FACILITY

IRVINE, CALIFORNIA

APRIL 18, 2022

OC WASTE & RECYCLING

601 North Ross Street, Santa Ana, CA 92701
Contents

1. Purpose ................................................................................................................................................. 3

2. Background ............................................................................................................................................ 3

Exhibits

Exhibit A  Scope of Responsibility Table, April 18, 2022

Exhibit B  Preliminary Design Report, Master Plan for Frank R. Bowerman Landfill Flare Facility, OC Waste & Recycling, December 29, 2021
Purpose

In connection with the Second Amended & Restated Landfill Gas Rights & Production Facilities Agreement, dated November 17, 2011 (Agreement), the purpose of this Scope of Responsibility (SOR) is to provide OC Waste & Recycling (OCWR) and Bowerman Power (BP) an agreed upon list of progressive stages in implementing necessary improvements and upgrades to the Flare Facility at Frank R. Bowerman landfill with the goal of ensuring the landfill meets or exceeds all legal and regulatory requirements through the conclusion of the Agreement in November 17, 2031. Presented in this SOR as Exhibit A, a table is provided which contains stages of improvements, major key components and equipment, projected year of implementation, and specific task of responsibility for the purposes of permitting, construction, operation, and maintenance of these improvements. The SOR presented herein reflects OCWR’s and BP’s understanding and expectations with respect to tasks, duties, and responsibilities for both Parties as written in the Agreement. Once agreed to by both Parties, the SOR will be incorporated into the Agreement through an amendment to clarify the expectations and responsibilities of the Parties during the term of the Agreement allowing the landfill site to continuously meet and comply with current, future, and changing laws and regulations.

Background

OCWR and BP recognizes the benefit of developing a road map and a long-term plan for the implementation of these improvements and upgrades to the Flare Facility in order to accommodate capacity for the continuous collection and disposal of generated landfill gas for the primary purpose of meeting regulatory compliance and the secondary purpose of converting landfill gas to energy. As the need for Flare Facility improvements and expansions occurred due to increasing production of landfill gas as well as regulatory compliance issues developed over the course of the last 10 years of operation under the Agreement, disagreements arose regarding which Party was responsible for key components and/or improvements and necessary upgrades in order to collect and dispose generated landfill gas and implement improvements triggered by changes in regulatory requirements which are all impeding OCWR’s ability to meet permit conditions and comply with regulatory requirements.

Recognizing the need for a plan, OCWR prepared the Preliminary Design Report (PDR) which provides general design considerations and guidelines in the development of the Flare Facility Conceptual Master Plan Design. OCWR developed a Conceptual Master Plan Design which was initially presented to BP on October 20, 2020. OCWR procured the services of specialized consultants to provide technical review and recommendations in refining and improving the initial Conceptual Master Plan Design. The latest version of the PDR dated December 29, 2021 is presented in this SOR as Exhibit B, reflects latest updates to the PDR which has incorporated technical recommendations to the Conceptual Master Plan Design based on several meetings and discussions between OCWR, BP, and consultants. The latest PDR provides OCWR and BP the technical design basis in identifying required major components, development of process flow and piping and instrumentation diagrams, schedule sequence of improvements, equipment layout, Rough Order of Magnitude (ROM) cost estimates, and power requirements necessary to implement the improvements and upgrades to the flare facility which will enable the flare facility to collect and dispose of generated landfill gas through the year 2036 as required under the Agreement.

The goal of these efforts is to have both parties agree that the PDR provides the technical basis and progressive implementation of the Flare Facility Conceptual Master Plan Design and through the use of the SOR, uncertainty regarding each Party’s responsibilities can be reduced. Moreover the SOR is intended to not
only clarify responsibilities among Parties but it can also be used when disagreements arise as the basis for discussions to resolve specific items of contention for the purpose of identifying responsible party and delineating extent of these tasks and responsibilities in the implementation of the Conceptual Flare Facility Master Plan Design through the future.
EXHIBIT A

SCOPE OF RESPONSIBILITY TABLE

April 18, 2022

<table>
<thead>
<tr>
<th>Department</th>
<th>Responsibility</th>
<th>Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td>Manage budgets</td>
<td>Jane Smith</td>
</tr>
<tr>
<td>HR</td>
<td>Hire employees</td>
<td>John Doe</td>
</tr>
<tr>
<td>Sales</td>
<td>Sell products</td>
<td>Sarah Johnson</td>
</tr>
<tr>
<td>Marketing</td>
<td>Market products</td>
<td>Mike Brown</td>
</tr>
<tr>
<td>Key Components</td>
<td>Responsible Party</td>
<td>Component Description</td>
</tr>
<tr>
<td>----------------</td>
<td>-------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td><strong>1. Inlet Header Upgrade, Inlet Manifold, and Condensate Sump</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) Replacement of 24” to 2-42” Inlet Header w/ 4 Valves</td>
<td>OCWR</td>
<td>Replaces existing and undersized 24” inlet main headers with 42” which provides future additional capacity, reduce velocity, and prevent surging in the conveyance of LFG to the flare station</td>
</tr>
<tr>
<td>a) Engineering/Design</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>b) Procure/Install/Construct</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>B) Buried 48” Intake Header Manifold</td>
<td>OCWR</td>
<td>Integrates incoming 2-42” &amp; 24” main headers into one 48” main conveyance header before the knockout vessels</td>
</tr>
<tr>
<td>a) Engineering/Design</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>b) Procure/Install/Construct</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>C) 36” Dual Contained Condensate Sump CS-1</td>
<td>OCWR</td>
<td>Collects condensate generated in the buried 48” inlet manifold header pipe</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>b) Engineering/Design</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>c) Procure/Install/Construct</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>2. Install Flare 6, Foundation, Piping, &amp; Valves</td>
<td>BP</td>
<td>Destruction equipment necessary to oxidize collected LFG providing an additional destruction capacity of 4,000 scfm</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering/Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Procure/Install/Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>3. 1-Booster Blower for Interim Standalone H2S Treatment System</td>
<td>BP</td>
<td>Provides required supplemental pressure of 2 psi to push LFG through the interim standalone H2S treatment media to Flare 6</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering/Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Procure/Install/Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>4. Interim Standalone H2S Treatment System Skid, Piping, Foundation, and Valves</td>
<td>BP</td>
<td>H2S removal treatment system solely for Flare 6 to meet emission requirements</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering/Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Procure/Install/Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>5. Flow/Pressure Control Valve to Flare 5</td>
<td>OCWR</td>
<td>Automatically allows flow to Flares to modulate and adjust load varying changes or interruptions from LFGTE by maintaining consistent vacuum to the wellfield to comply with regulatory requirements</td>
</tr>
<tr>
<td>a) Engineering/Design</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>b) Procure/Install/Construct</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>6. SCADA (Supervisory Control and Data Acquisition)</td>
<td>BP</td>
<td>Hardware and software required to control, monitor operations, distribute and communicate flare operational data remotely and in real time BP to share live operation data w/ OCWR (read only)</td>
</tr>
<tr>
<td>a) Engineering/Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Procure/Install/Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>7. Sewer/Septic Modifications and Improvements</td>
<td>OCWR</td>
<td>Sewer/septic tank requires relocation and modification due to space restrictions to accommodate upgrades to inlet main headers and installation of an optional low BTU header</td>
</tr>
<tr>
<td>a) Engineering/Design</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>b) Procure/Install/Construct</td>
<td>OCWR</td>
<td></td>
</tr>
<tr>
<td>c) Service &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>8. Relocation of BP Office Trailer</td>
<td>OCWR</td>
<td>Relocation of BP office trailer is required to allow room to accommodate the upsizing of inlet main and low BTU headers</td>
</tr>
</tbody>
</table>
# SCOPE OF RESPONSIBILITIES

## Key Components

<table>
<thead>
<tr>
<th>STAGE 1 (CY 2024-2025)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Electrical Upgrades - Main Switchgear</strong></td>
</tr>
<tr>
<td>A) 15kV Main Switchgear, Transformers, &amp; Foundation</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: Main electrical power supply required to accommodate future flare facility expansion and proposed RNG facility power load demands</td>
</tr>
<tr>
<td>B) Pipe Rack</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>Component Description: Necessary to support new piping, electrical wiring, and conduits minimizing disruption to the continues operation of the flare facility while expansion stages are ongoing and to address space restrictions</td>
</tr>
<tr>
<td><strong>2. Integrated H2S Treatment System</strong></td>
</tr>
<tr>
<td>A) 3-5,000 scfm H2S Treatment Tanks (Primary)</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: Required to treat an additional projected LFG flow of 15,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>B) 3-5,000 scfm H2S Treatment Tanks (100% Redundancy)</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: Provides 100% redundancy back-up treating capacity of 15,000 scfm per Stage 1, item 2</td>
</tr>
<tr>
<td><strong>3. 20,000 scfm Modular Blower Skid , Foundation, Demo/Mod Ex. Blowlers</strong></td>
</tr>
<tr>
<td>A) 3-5,000 scfm Blowlers (Primary)</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design (includes blower inlet/discharge manifolds and knockout vessel)</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: 3-5,000 scfm blowers as primary and 1-5,000 scfm blower as a stand by\back-up at 25% redundancy</td>
</tr>
<tr>
<td>B) 1-5,000 scfm Blower (25% Back-up)</td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: Provides back-up capacity necessary in cases wherein one of the primary blowers is inoperable due to maintenance or damage</td>
</tr>
<tr>
<td><strong>4. 2- Condensate Knockout Pot</strong></td>
</tr>
<tr>
<td>a) Permitting</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
</tr>
<tr>
<td>c) Procure\install\Construct</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
</tr>
<tr>
<td>Component Description: Component required to remove moisture from LFG before entering the intake or suction side of the blowers preventing damage to blowers</td>
</tr>
</tbody>
</table>
### SCOPE OF RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Key Components</th>
<th>Responsible Party</th>
<th>Component Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Low BTU Header (Optional)</strong></td>
<td>OCWR/OCWR</td>
<td>Installation of a Low BTU header which is going to be connected to the existing Blowers BL-5 &amp; BL-6 allowing separation of conveyance of High and Low BTU quality LFG</td>
</tr>
<tr>
<td>a) Engineering\Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. 42&quot; Stainless Steel Discharge Piping Manifold, Supports, &amp; Pipe Rack</strong></td>
<td>BP</td>
<td>42&quot; Stainless steel main header piping that conveys and distributes LFG to the individual flares coming from the discharge side of the blowers skids</td>
</tr>
<tr>
<td>a) Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**7. Install Flares 1A &amp; 2A, Piping, Foundations, Valves, &amp; Demo Flares 1 &amp; 2</td>
<td>BP</td>
<td>Replaces existing Flares 1 &amp; 2 with a Low NOx Flares 1A &amp; 2A (each at 4,000 scfm) which would increase annual throughput capacity as the existing Flares 1 &amp; 2 annual throughput capacity is restricted by Rule 1118.1 to 20%</td>
</tr>
<tr>
<td>a) Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Demolition of Existing Flares 1 &amp; 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Procure\Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Operation &amp; Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STAGE 2 (CY 2026-2033)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1. 10,000 scfm Modular Blower Skid</strong></td>
<td></td>
<td>Replaces existing Blowers (BL1 thru BL4) with a 10,000 scfm Blower Skid which increases LFG extraction capacity to 10,000 scfm</td>
</tr>
<tr>
<td>A) 2-5,000 scfm Blowers (Primary) &amp; Foundation</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>a) Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design (includes blower inlet/discharge manifold extension and connections to existing blower skid and knockout vessel)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Demolition and Removal of Blower Skid for (BL-1 thru BL-4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Procure\Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Operation &amp; Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>B) 2-5,000 scfm Blowers (100% Redundancy)</strong></td>
<td>OCWR/OCWR</td>
<td>Provides 100% redundancy back-up to 2-5,000 scfm blowers per Stage 2, item 1, A)</td>
</tr>
<tr>
<td>a) Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td></td>
<td></td>
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<tr>
<td>c) Procure\Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. 1-Condensate Knockout Pot</strong></td>
<td>BP</td>
<td>Removes moisture from LFG entering new 10,000 scfm Blower Skid per Stage 2, item 1</td>
</tr>
<tr>
<td>a) Permitting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td></td>
<td></td>
</tr>
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</table>
### SCOPE OF RESPONSIBILITIES

<table>
<thead>
<tr>
<th>Key Components</th>
<th>Responsible Party</th>
<th>Component Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Install Flares 5A &amp; 7, Piping, Foundation, Valves &amp; Demo Flare 5</td>
<td>BP</td>
<td>Replaces existing Flare 5 with a Low NOx Flare 5A (at 4,000 scfm) which would increase destruction capacity for LFG as the current Flare 5 annual throughput capacity is restricted by Rule 1118.1 to 20% and with the installation of an additional Flare 7, destruction capacity increases by an additional 4,000 scfm.</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Demolition of Existing Flare 5</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Procure\Install\Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>e) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>4. Install Additional 4-5,000 scfm H2S Treatment System</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>A) 2-5,000 scfm H2S Treatment Tanks (Primary)</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>B) 2-5,000 scfm H2S Treatment Tanks (100% Redundancy)</td>
<td>BP</td>
<td>Provides redundancy back-up to the new 2-5,000 scfm H2S treatment system per Stage 2, item 3. A)</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>OCWR/ BP</td>
<td>Provides redundancy back-up to the new 2-5,000 scfm H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td>Provides redundancy back-up to the new 2-5,000 scfm H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td>BP</td>
<td>Provides redundancy back-up to the new 2-5,000 scfm H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td>Provides redundancy back-up to the new 2-5,000 scfm H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>STAGE 3 (CY 2034-Termination Year)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Replace Remaining 24&quot; to 42&quot; Inlet Main Header</td>
<td>OCWR</td>
<td>Replaces existing 24&quot; to 42&quot; header connected to the buried 48&quot; inlet header manifold required to reduce flow velocity and increase capacity of LFG extracted</td>
</tr>
<tr>
<td>a) Engineering\Design</td>
<td>OCWR</td>
<td>Replaces existing 24&quot; to 42&quot; header connected to the buried 48&quot; inlet header manifold required to reduce flow velocity and increase capacity of LFG extracted</td>
</tr>
<tr>
<td>b) Procure\Install\Construct</td>
<td>OCWR</td>
<td>Replaces existing 24&quot; to 42&quot; header connected to the buried 48&quot; inlet header manifold required to reduce flow velocity and increase capacity of LFG extracted</td>
</tr>
<tr>
<td>2. Install Additional 4-5,000 scfm H2S Treatment System</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>A) 2-5,000 scfm H2S Treatment Tanks (Primary)</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
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<tr>
<td>c) Procure\Install\Construct</td>
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<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
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<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td>Required to treat an additional projected LFG flow of 10,000 scfm to meet emission requirements</td>
</tr>
<tr>
<td>B) 2-5,000 scfm H2S Treatment Tanks (100% Redundancy)</td>
<td>BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>OCWR/ BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>OCWR/ BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td>OCWR/ BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>OCWR/ BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary H2S treatment system per Stage 3, item 2. A)</td>
</tr>
<tr>
<td>3. 10,000 scfm Blower Skid</td>
<td>BP</td>
<td>Required to extract and convey an additional projected LFG flow of 10,000 scfm to the flares</td>
</tr>
<tr>
<td>A) 2-5,000 scfm Blowers (Primary) &amp; Foundation</td>
<td>BP</td>
<td>Required to extract and convey an additional projected LFG flow of 10,000 scfm to the flares</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td>Required to extract and convey an additional projected LFG flow of 10,000 scfm to the flares</td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td>Required to extract and convey an additional projected LFG flow of 10,000 scfm to the flares</td>
</tr>
<tr>
<td>c) Procure\Install\Construct</td>
<td>BP</td>
<td>Required to extract and convey an additional projected LFG flow of 10,000 scfm to the flares</td>
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<tr>
<td><strong>B) 2-5,000 scfm Blowers (100% Redundancy)</strong></td>
<td>BP</td>
<td>Provides redundancy back-up to 2-5,000 scfm primary blowers per Stage 3, item 3, A)</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
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<tr>
<td>c) Procure\Install\Construct</td>
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<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>OCWR/BP</td>
<td></td>
</tr>
<tr>
<td><strong>4. Install Flares 3A &amp; 4A, Foundations, Piping, and Valves, Demo Flares 3 &amp; 4</strong></td>
<td>BP</td>
<td>Replaces existing Flares 3 &amp; 4 with a Low NOx Flares 3A &amp; 4A (each at 4,000 scfm) which would increase an added destruction capacity of 8,000 scfm as the current Flares 3 &amp; 4 destruction annual throughput capacity is restricted to 20% per SCAQMD Rule 1118.1</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>c) Demolition of Existing Flares 3 &amp; 4</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Procure\Install\Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>e) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td><strong>5. 1-Condensate Knockout Pot</strong></td>
<td>BP</td>
<td>Removes moisture from LFG entering new 10,000 scfm Blower Skid per Stage 3, item 3</td>
</tr>
<tr>
<td>a) Permitting</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>b) Engineering\Design</td>
<td>BP</td>
<td></td>
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<td>c) Procure\Install\Construct</td>
<td>BP</td>
<td></td>
</tr>
<tr>
<td>d) Operation &amp; Maintenance</td>
<td>BP</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B

Preliminary Design Report
Master Plan for Frank R. Bowerman Landfill Flare Facility
December 29, 2021
PRELIMINARY DESIGN REPORT

MASTER PLAN

FOR

FRANK R. BOWERMAN LANDFILL
FLARE FACILITY
IRVINE, CALIFORNIA

DECEMBER 29, 2021
ORANGE COUNTY WASTE & RECYCLING (OCWR)
601 North Ross Street, Santa Ana, CA 92701
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Attachments

Attachment A   FRB Flare Facility Conceptual Master Plan Design, OC Waste & Recycling, March 1, 2021
Attachment C   Frank R. Bowerman Landfill Gas Flare Station Future Electrical Service Requirements, Frank's Industrial Services, September 24, 2021
1. Purpose

The purpose of this Preliminary Design Report (PDR) is to provide the basis for the technical drawings and detailed engineering and specifications (Basis of Design) for the flare facility needed to collect and dispose of the projected landfill gas flow at the Frank R. Bowerman (FRB) landfill through the year 2041. This effort will allow for development of detailed design plans, scheduling for upgrades and expansion, standardization of operating parameters, creation of a facility layout, and accommodation of system capacity requirements for the life of the flare facility. This effort will build on, specify the details from, and provide a more robust basis for the equipment size and cost based on the FRB Flare Facility Conceptual Master Plan Design (See Attachment A). The more detailed design should produce a staged or phased structure to provide for expansion of the system components consistent with the projected increase in landfill gas flow (i.e. the system will likely be expanded in a step wise fashion so as to always have more than sufficient capacity for the projected LFG flow). Some equipment, such as electrical components or H2S treatment, may be oversized initially in consideration of the ultimate configuration as well as the economics of scale (i.e. It may be more cost effective to put in one H2S treatment system at 15,000 scfm of landfill gas rather than two systems at 5,000 scfm each, even though only 10,000 scfm of landfill gas is currently being treated recognizing that 15,000 scfm will be treated in five years and thereby obviating the need for a third 5,000 scfm treatment system at that time).

The PDR is also crafted for regulatory compliance. To address pending regulatory deadlines, the initial stage (Stage 0) of the project shall address the installation of a new flare (Flare 6) including the necessary electrical requirements and an associated, dedicated H2S removal system. Flare 6 and its associated appurtenances shall be on a separate and expedited path.

A construction phasing plan shall be prepared to address the sequence of the installation of the flare station components.

The deliverable must also address and satisfy regulatory requirements (including but not limited to South Coast Air Quality Management District and the Local Enforcement Agency for CalRecycle rules and regulations) regarding landfill gas collection and control.

2. Background

The FRB Landfill is a state-of-the-art, Class III, municipal solid waste landfill. Opened in 1990 in the City of Irvine, CA, it is one of the largest landfills in the state and the ninth largest in the U.S. The property spans approximately 725 acres of Irvine hillside with 534 acres allocated for waste disposal. It is permitted for 11,500 tons per day (TPD) maximum with an 8,500 TPD annual average. The landfill currently receives approximately 8,000 tons of refuse per day. The landfill has enough projected capacity to serve residents and businesses until approximately 2053. The current permitted capacity is 266 million cubic yards, of which approximately 61 million cubic yard have been placed.

The FRB flare facility consists of six blowers equipped with Variable Frequency Drives (VFD), three varying size condensate knockout vessels, four Perennial flares each rated at a maximum flow rate of
1,700 standard cubic feet per minute (scfm) and one Perennial flare rated at a maximum flow rate of 4,200 scfm. Currently, an average of 54 inches Water Column (WC) of negative pressure is applied to the Landfill Gas (LFG) Collection system and controlled manually at the flare facility. Extracted LFG going to the flare facility is conveyed through a series of headers, sub headers, and the wellfield which consists of vertical and horizontal wells. LFG condensate is currently removed by the three knockout vessels at the Flare facility and subsequently conveyed by gravity to a remote condensate storage tank facility within the site. Condensate is hauled and disposed off-site.

In addition to the LFG control infrastructure, there is also a 19.6MW a gas-to-energy plant. The plant started operation in March 2016 and consists of seven CAT CG260 reciprocating engines and can process up to 8,350 scfm of raw LFG. It is operated by Bowerman Power, LLC, a subsidiary of Montauk Energy. Waste gas (also referred to as regeneration gas) coming from the Bowerman Power Landfill Gas-to-Energy (BP LFGTE) plant is combusted and oxidized in one of two of the 1,400 scfm flares. (Refer to Attachment A, sheet 3 of the FRB Flare Facility Conceptual Master Plan) (Flares 3 & 4).

Collected LFG is preferentially directed to the BP LFGTE plant facility with the balance directed to the flares. There are currently five flares at the flare station. Flares 1 through 4 have a permitted capacity of 1,700 scfm and Flare 5 has a permitted capacity of 4,200 scfm. Air quality rules (South Coast Air Quality Management District Rule 1118.1) limit the annual capacity of flares that do not meet specified emission limitations. All five flares do not meet the current emission limitations and must operate below 20% of maximum capacity or be replaced consistent with the increase in gas flow. Two flares will be required to be dedicated to burn the regeneration gas created by the BP LFGTE plant facility.

The current flares are not equipped with a Sulfur Removal and Treatment system. New flares are required to meet South Coast Air Quality Management District requirements (SCAQMD Best Available Control Technology (BACT)) regarding sulfur oxides (SOx) which will require a sulfur removal system. An integrated sulfur removal and treatment system is highly preferred. The exception is for Flare 6 which can utilize a standalone and dedicated H2S treatment system until the new electrical infrastructure and the new integrated H2S removal system is operational. Once the latter is online, the dedicated H2S system for Flare 6 shall be disconnected and removed or repurposed as part of the integrated H2S treatment system.

SCAQMD Rule 1118.1 establishes capacity limits for the throughput of flares combusting landfill gas. Flares exceeding a threshold amount (20% of maximum rated capacity) are required to be replaced with new, rule compliant flares within two years. Flare replacements and expansion will need to be scheduled consistent with SCAQMD Rule 1118.1 requirements as well as projected growth in LFG volume.

FRB is currently in technical violation of the requirements of SCAQMD Rule 1118.1 (d)(3) regarding LFG throughput for non-compliant (grandfathered) flares. Specifically, the annual LFG throughput for Flare 5 has exceeded the 20% limitation in the rule for CY 2019 and 2020. As such, a new flare (Flare 6) with an interim H2S treatment system must be installed within 18 months of receipt of a permit to construct from the SCAQMD. Permit issuance is anticipated in the third quarter of 2021.
The installation of Flare 6, its dedicated H$_2$S treatment system, and associated electrical takes precedence in the overall design. The addition of Flare 6 is shown as Stage 0 in the attached conceptual plot plan. Stage 0 work will be folded into the subsequent stages of the flare station project. Concurrent with the installation of the integrated H$_2$S treatment system in Stage 1, the dedicated interim H$_2$S treatment system for Flare 6 will be removed as all collected LFG will be treated using an integrated H$_2$S treatment system.

Electrical power to the flare facility is coming off a Southern California Edison main service line west of the flare facility, while main service line to provide and export power from the BP LFGTE plant is located east of the flare facility. (Refer to Attachment A, Sheet 1 of the FRB Flare Facility Conceptual Master Plan Design). The current main power switch gear panel to the flare facility is not integrated. The current electrical load of the flare station is at its limits and any future work or expansion will require new electrical capacity and components. Electrical is addressed separately and more completely in Section 11.

3. Physical (Space) Considerations

Due to the limited space encompassing the flare facility and the BP LFGTE plant, the following shall be considered as part of the planning and design process.

a) Maintaining fire department code, emergency vehicle access and ADA parking requirements was challenging with the current Flare and BP LFGTE plant facilities. The expansion will need to consider OCFA requirements as it may limit available space for flare facility improvements while the flare facility is in operation.

b) In consideration for the installation of an additional flare and the replacement of existing flares which does not meet the SCAQMD BACT requirements, spacing between the flares and auxiliary components should be taken into consideration during the detailed design process since some of the replacement flares will require a larger footprint than the original. In addition, equipment access is required for normal maintenance, testing, and demolition and replacement of the existing flares.

c) Based on the comments and recommendations provided by BP and based on their experience with similar systems, the existing H$_2$S system as presented in the FRB Flare Facility Conceptual Master Plan Design are missing several key components that will require space. Space for the following key components should be considered.

   (1) Blower aftercoolers. <For reference, the existing H$_2$S treatment system for the BP LFGTE plant that is rated for 4800 SCFM has an aftercooler that is roughly 21’ x 11’>. 

   (2) Discharge knockouts.

   (3) Liquids knocked-out of the compressed LFG and H2O byproduct of the H$_2$S + Metal-Oxide...
media reaction must be collected in sumps and routed to on-site condensate collection and storage system.

(4) Media beds which will require downstream filtration to handle dust particulate typical of media change-out material handling. (Refer to Attachment A, Sheet 5 and 7 of the FRB Flare Facility Conceptual Master Plan Design Drawings).

d) It is possible that due to the limited space available that taller towers (for H₂S media) may be necessary that may require line-of-site permitting.

e) Impact of the minimal space on engineering and future maintenance and operations needs to be thoroughly vetted. Media replacement logistics as well as ability to access and replace major equipment (blowers, motors, etc.) will be challenging.

f) Best use of space for growth/expansion as it becomes available (footprint of existing blowers as they become obsolete).

h) The design must incorporate space for an office/control room for BP operations.

i) Design Engineer to generate drawings and 3D models (Navisworks).

4. H₂S Removal

Consideration for a temporary and an integrated H₂S removal system shall be incorporated into the FRB Flare Facility Conceptual Master Plan Design. Type of H₂S removable system and media shall consider allowable space requirements, efficacy, and associated cost for maintenance during the design process.

a) H₂S removal consists of two components. The first is a temporary, standalone H₂S removal system for Flare 6. This system shall be designed to treat the potential gas volume going to Flare 6 to below the SCAQMD BACT standard (60 ppmv on a monthly average). The second H₂S removal component is an integrated system that would treat the total volume of landfill gas collected to below the SCAQMD BACT standard. Concurrent with the start-up of the latter component, the temporary, standalone H₂S treatment system for Flare 6 would be removed and may be repurposed as part of the integrated system.

b) All sacrificial medias require that the gas inlet temperature and moisture content be controlled to meet the ideal media operating conditions that vary slightly from brand-to-brand based on physical absorption surfaces involved. (Refer to Attachment A, Sheet 5 of the FRB Flare Facility Conceptual Master Plan Design).

c) Incorporate the existing BP LFGTE plant H₂S treatment system (sacrificial medial) into the overall master plan.

d) It is possible that due to the limited space available that taller towers (for H₂S media) may be
necessary which may require line-of-site permitting.

e) \(\text{H}_2\text{S}\) removal system design may be a staged design and expanded consistent with projected LFG volumes over time.

f) The design must address the cost benefit of using disposable media for \(\text{H}_2\text{S}\) removal versus a regenerative approach. Sacrificial media may have a lower up-front cost but a higher operating cost. For the long-term “integrated” \(\text{H}_2\text{S}\) treatment system for the total site flow, depending on the capital costs for the equipment and scavenging media consumption/disposal costs for the ultimate total site flow, a biological \(\text{H}_2\text{S}\) removal system (e.g. Thiopaq or similar) may be less expensive and require less footprint to treat the future projected flow rates.

Once the costs for the stages of modular expansion of a scavenging media system are developed, given the flexible capacity of a biological system, it would be a simple analysis to determine what total site flow results in the costs of a scavenging media system exceeding a biological system. However, other factors related to biological systems will have to be considered. (Water requirements, on-site caustic storage, sulfur solids disposal, absorber tower impact online-of-site permitting, etc.).

g) Concurrent with the installation of the integrated \(\text{H}_2\text{S}\) treatment system in Stage 1, the dedicated \(\text{H}_2\text{S}\) treatment system for Flare 6 will be removed (potentially repurposed) as all collected LFG will be treatment for \(\text{H}_2\text{S}\).

5. Flare System

The flare system shall be staged in such a manner that capacities for projected LFG, buffer, and redundancies are considered in the planning and design process.

a) Ability of the flare system to combust and oxidize extracted LFG with enough buffer capacity to compensate for gas generated for a given time which includes accommodating unanticipated BP LFGTE plant shutdown, providing redundancy as the need arises. Flare system improvements and expansion shall be constructed and installed a year ahead of the maximum projected LFG generated. (Refer to Attachment A, Sheet 10 of the FRB Flare Facility Conceptual Master Plan Design showing stages of improvement in relation to flare capacity expansion and in relation to actual gas production.

b) Need to include the ability of the flares to continue combusting waste gas from the regenerative pretreatment processes of the BP LFGTE plant facility.

c) Inlet valve to the individual flares shall be equipped with actuators such that manual adjustments to the flares is not necessary.

d) New flares must meet SCAQMD Rule 1118.1 and BACT requirements.

e) Flare 6 and its associated \(\text{H}_2\text{S}\) treatment system and electrical requirements are a priority and must be installed first. These requirements shall be detailed in the phasing plan.
6. **Blower System**

The following is to be considered for the Blower System. (Refer to Attachment A, FRB Flare Facility Conceptual Master Plan Design).

a) High capacity blower(s) capable of 2 PSIG discharge pressure and a minimum of 2 PSIG of suction vacuum. Blower additions to be phased or staged consistent with LFG flow. This would include at a minimum one redundant or standby blower.

b) Ability of the Blower system to provide adequate buffer capacity and back-up.

7. **Reliability**

All process apparatus shown in Attachment A, FRB Flare Facility Conceptual Master Plan Design shall consider and accommodate the implementation of best practices in reliability maintenance for the life cycle of all process equipment in order to minimize any unplanned equipment downtime.

a) Design documents to include sections on reliability/maintenance/life cycle.

8. **Operation**

Consider the Installation of automated modulating control valves at the inlet of each flare. Automated control valves would provide the ability to control flare high flow conditions and provide a way to maintain constant vacuum to the well field even when engines or flares shutdown. There are two main operating scenarios that could work for FRB and the best operating logic could be determined after further analysis and discussion with the BP LFGTE plant operation.

a) Option 1 – Blowers on Discharge Control with flare modulating valves controlling flow and vacuum to the well field. Blowers would utilize VFDs to maintain 2 psi discharge pressure. Flare A valve would maintain predetermined flow to Flare A and Flare B valve opens and closes to maintain vacuum setpoint to the field.

b) Option 2 – Blowers on Vacuum Control with Flare modulating valves controlling discharge pressure to the engines. Blowers utilize VFDs to maintain vacuum to the well field. Flare A valve would maintain predetermined flow to Flare A and Flare B valve opens and closes to maintain constant pressure to the plant.

9. **Expansion**

Design should expand components in advance of need and what is projected by the gas generation curves. Gas generation curves are projections only and expansion should also consider actual flows.

a) Expansion/modification of condensate management system consistent with projected LFG flow.
b) Sizing/Staging of equipment consistent with projected LFG flow.

c) A construction phasing plan shall address the sequence for installation of flare station components.

10. Construction Phasing Considerations

For FRB Landfill to maintain environmental compliance, it is imperative that shutdowns of the existing Landfill Gas Collection and Control System (GCCS) be minimized. Thus, any improvements or expansions proposed in the FRB Flare Facility Conceptual Master Plan should be designed in such a manner that occurrence and duration of shutdowns of the existing GCCS facilities required for the construction of the proposed improvements is minimized.

a) Construction phasing plan shall be developed such that the plan integrates with BP operation of the LFGTE plant facility and minimize disruptions to its power production.

b) The FRB Conceptual Master Plan Design was developed on the premise that the upgrade and expansion of the flare facility would be constructed in stages. Construction phasing begins with Stage 0 and the installation of Flare 6 and the associated electrical and independent, dedicated H₂S removal and treatment system. Stage 0 shall be designed such that the Flare 6 H₂S removal and treatment system can be removed consistent with the startup of Stage 1. Stage 1 includes all the critical infrastructure necessary to collect and control landfill gas through the year 2036 and beyond. Included in Stage 1 is the electrical backbone for the system (new 15kv line – see section 11 below), and provisions for the ultimate buildout of the LFG blowers, H₂S removal and treatment system, and associated ancillary processes and loads. Stages 2 and 3 add additional blowers, replacement flares, H₂S treatment capacity, and associated blowers and other appurtenances as required to support the increased LFG collection.

11. Electrical

Assessment and evaluation of existing condition, components, and electrical loads at the flare facility and the BP LFGTE plant are necessary and shall be considered and incorporated into the planning and design stages.

a) The existing electrical service to the flare station consists of an 800-amp feed. Franks Industrial Services (FIS) was retained to prepare single line diagrams of the existing service as shown in Attachment C, (Frank Bowerman Landfill, Landfill Gas Flare Station Future Service Requirements September 24, 2021). FIS also prepared a single line diagram showing the interim connection to accommodate new Flare 6 and the associated H₂S removal and treatment system. This interim connection is part of Stage 0 and installation of this system is the priority for the initiation of the Conceptual Master Plan Design. The interim connection utilizes the 5000-amp switch gear of BP LFGTE plant facility as well as panels DP1 or DP2 and will remain in place until the new service and switchgear is installed as part of Stage 1. A load study for peak demand should be conducted for
DP1 and DP2. Results of the load study for distribution panels DP1 and DP2 is presented in Attachment C.

b) The new service (Stage 1) to the flare station will consist of a new 15kV line as shown in Attachment C. The new service will feed a 1600-amp switchgear for Stage 1 service as well as a 3000-amp switchgear for future expansion of the landfill gas collection and control system. Also shown in Attachment C is future expansion including provisions for additional feed to a potential facility for the conversion of landfill gas to renewable natural gas.

c) Also included in Attachment C is the general requirements for metal-clad switchgear for the new 15kv line.

12. Projected Gas Generation

For the purpose of providing a basis for LFG collection capacity through the year 2041, the 2011 LFG generation model was used to estimate and project LFG collected and is farther discussed in Attachment B, Technical Review and Recommendations to the Preliminary Design Report, SCS Engineers, December 29, 2021.

13. Technical Review and Recommendations

OCWR is collaborating with BP to review and provide recommendations to the Preliminary Design Report. In addition, OCWR procured services of consultant and contractor specializing in LFG system design development and electrical planning to farther evaluate and refine the FRB Flare Facility Conceptual Master Plan Design and address key and missing components.

a) Bowerman Power -The Preliminary Design Report was initially presented to BP in October 20, 2020 wherein BP provided review comments and recommendations to OCWR. Discussions of the initial FRB Flare Facility Conceptual Master Plan Design was initiated. Since then, the Preliminary Design Report (PDR) have been evolving and is being updated and revised based on continuing collaboration and discussions between OCWR and BP. The updated PDR dated March 11, 2021 was presented to BP for review and comments and discussed with OCWR on April 1, 2021 and reflected in the PDR dated October 12, 2021 for farther discussions which occurred on December 8, 2021.

During the December 8, 2021 meeting, three major key components of the Flare Facility Conceptual Master Plan Design were discussed and are as follows:

1. Installation of Flare No. 6 - BP stated that the pad design and fabrication for Flare No. 6 are complete. Flare No. 6 is currently in storage and ready for delivery. Delivery of Flare No. 6 and construction shall commence once permit is approved by SCAQMD.

2. Options for the interim H2S removal and treatment system for Flare 6 - Options for the interim
H2S treatment system were discussed. Parties agreed that an interim standalone H2S treatment system was the preferred option. However, the standalone H2S removal and treatment system requires its own supplemental booster blower which will provide at least 2 psig of pressure necessary to push LFG through the standalone H2S treatment system media. The other option of conveying treated LFG through the LFGTE plant H2S removal and treatment system may not be capable of providing the required pressure to Flare 6 negating this preference as an interim option. BP recommends reflecting and showing the booster blower on the interim standalone H2S removal and treatment system in the Conceptual Master plan. Attachment B, Figure 3 of the Technical Review and Recommendations to the Preliminary Design Report, SCS Engineers, dated December 29, 2021 reflects this addition.

3. Electrical power upgrade load requirement through Stage 3 of the Conceptual Master Plan Design - While existing power service to the flare facility is currently through the landfill’s existing 12kV, 800-amp MCC, it was agreed that existing electrical power to the flare facility needs to be upgraded to be able to support power demand load requirements necessary to implement the various stages of the Conceptual Master Plan Design through year 2041. Furthermore, the landfill site is now limited by Southern California Edison (SCE) to one meter to its existing 12kV service. BP recognizes OCWR’s challenges in obtaining an additional service meter from SCE and its obligation to provide power to operate the flare facility. BP also recognizes the need to apply for a new power service to meet power load demands to implement the Conceptual Master Plan Design as well as power demand for future LFG to Renewable Natural Gas (RNG) facility. BP stated their intent to facilitate the SCE permit application for a new 15kV, 10,000-amp power service to the flare facility and shall collaborate with FIS and OCWR to obtain this power service.

b) SCS Engineers - On April 5, 2021, OCWR procured the services of SCS Engineers (SCS) to conduct a high-level assessment and review of the Preliminary Design Report dated April 1, 2021. SCS was tasked to assess existing field conditions and data, develop the process flow (PFD) and Piping and Instrumentation Diagrams (P&ID). Task also includes, review of the FRB Flare Facility initial Conceptual Master Plan Design, provide options, and technical recommendations. SCS developed a PFD that will assist OCWR and BP visualize potential LFG pathways and regeneration gas to the flares and identify required parameters at each step in the process. Once the PFD had been developed, SCS have created a P&ID which identifies requirements necessary for process equipment, physical, and mechanical space which would allow for practical general arrangement of planned equipment, piping, and instrumentation. OCWR and BP recognizes the need for a Hydrogen Sulfide (H2S) removal and treatment system to meet SCAQMD Best Available Control Technology (BACT) requirements for sulfur oxides (SOx). SCS was also tasked to provide options for a H2S removal and treatment system on an interim basis in conjunction with the installation of Flare 6 and for a long term integrated H2S removal and treatment system treating all LFG going to all flares addressing the SCAQMD BACT requirements. In addition, SCS provided a Rough Order of Magnitude (ROM) cost estimate for the progressive stages of the Conceptual Master Plan Design.
SCS Engineers Technical Review and Recommendations are presented in Attachment B in this latest PDR dated December 29, 2021 which reflects a refined and updated version of the initial Conceptual Master Plan Design prepared by OCWR in March 1, 2021.

c) Frank’s Industrial Services - As noted in Section 2 of the PDR (Background on electrical power), the current electrical load of the flare station is at its limits and any future work or expansion will require new electrical capacity and components. OCWR retained the services of FIS to assess and evaluate temporary power to the new Flare 6 and the interim H2S removal and treatment system. FIS presented its initial report, Frank R. Bowerman Landfill Gas Flare Station Future Electrical Service Requirements, dated March 4, 2021. As recommended by BP, FIS was also tasked to monitor and evaluate current peak loads for distribution panels (DP1 and DP2) at the LFGTE plant to determine source of temporary power between these two existing sources for the 200 hp combustible air blower for Flare 6.

Based on the technical review and recommendations provided by SCS and the creation of the PFD and P&ID, FIS reassessed new power load requirements necessary for the progressive stages of the Flare Facility Conceptual Master Plan Design and to ensure electrical improvements are implemented and staged consistent with the SCS recommended plan and conforms with current NEMA standards. FIS updated the ROM cost estimate for the electrical component of the plan and is reflected and combined with the SCS ROM cost estimate for the progressive stages and for the proposed new main switchgear as presented in Attachment C in this latest PDR dated December 29, 2021.

Based on the December 8, 2021 meeting between OCWR and BP, BP recommends reevaluating the most current peak demand on the existing 12kV, 800-amp MCC by conducting a 30-day load study or by evaluating most current monthly bills showing peak demands. This is to ensure that power to the booster blower for the interim H2S for Flare 6 is available confirming initial assessments conducted by FIS. BP’s evaluation of existing peak loads using the most current monthly bills, determined that the current peak demand was 478 amps, and the total connected load was 798 amps at 480V which confirms that there is available load capacity to supply power to the booster blower for the interim H2S removal and treatment system for Flare 6 which coincides with the FIS assessment. In conclusion, both FIS and BP agreed that the existing 12kV, 800-amp MCC is capable and will be used to supply power to the booster blower for the interim standalone H2S removal and treatment system for Flare 6 and a new 15kV, 10,000 amp power service is required to implement the various stages of the Flare Facility Conceptual Master Plan Design and to supply power to a proposed renewable natural gas facility at Frank R. Bowerman Landfill through 2041.
ATTACHMENT A

FRB Flare Facility Conceptual Master Plan Design

OC Waste & Recycling

March 1, 2021
SEE SHEET 10 FOR LFG GENERATION TABLE USED TO DETERMINE TIMELINE OF PROPOSED IMPROVEMENTS AND SHEET 11 FOR SUMMARY OF PROPOSED ELECTRICAL LOADS.
ELECTRICAL SUPPLY FOR FLARE STATION AND LFG EXTRACTION BLOWERS

UPGRADED SCE TRANSFORMER AND SWITCHGEAR

ELECTRICAL SUPPLY AND EXPORT FOR BP LPGE PLANT

FROM SOUTH PERIMETER HEADER

FROM NORTH PERIMETER HEADER

SEE SHEET 10 FOR LFG GENERATION TABLE USED TO DETERMINE TIMELINE OF PROPOSED IMPROVEMENTS AND SHEET 11 FOR SUMMARY OF PROPOSED ELECTRICAL LOADS.
COUNTY OF ORANGE
ORANGE COUNTY WASTE AND RECYCLING

FRANK R. BOWERMAN
LANDFILL
LFG MASTER PLAN

CONCEPTUAL PLOT PLAN
INTERIM PROCESS FLOW DIAGRAM

\DOCS\MOS2\SAMPER\AUTO-DELETE\ENVIRONMENTAL\RENEWABLE ENERGY PROGRAM\FROG\MASTER PLAN\FLARE STATION UPGRADE\LFG MASTER PLAN - CONCEPTUAL REDESIGN - REV5
LANDFILL GAS FROM THE WELL FIELD

SULFUR REMOVAL TREATMENT SYSTEM

OCWR FLARE FACILITY
BOWMAN POWER PLANT

LEGEND

LFG FLOW
WASTE GAS FLOW
CONDENSATE DEMISTER VESSELS
CONDENSATE KNOCK OUT DRUM SLUMP
FUTURE OCWR 500HP BLOWERS
SUPPLEMENTAL 100HP BOOSTER BLOWERS FOR SULFUR TREATMENT REMOVAL
FUTURE LOW NOX FLARE 200HP AIR COMBUSTION BLOWERS
BOWMAN POWER 75HP BOOSTER BLOWERS
EXISTING FLARES
FUTURE 4,000 SCFM LOW NOX FLARE INSTALL & UPGRADES

COUNTY OF ORANGE
ORANGE COUNTY WASTE AND RECYCLING
FRANK R. BOWMAN
LANDFILL
LFG MASTER PLAN
CONCEPTUAL PLOT PLAN
PROPOSED PROCESS FLOW DIAGRAM

DESIGNED CR/MC/RP/JS
DRAWN CR/MC
CHECKED MC/RP/JS

SCALE DATE DRAWING NO. REVS
AS SHOWN 03/01/21 5 OF 11
**NOTES:**
1. INTERIM H2S TREATMENT, INCLUDING BOOSTER BLOWERS, WILL BE INSTALLED IN ORDER TO INSTALL AND OPERATE FLARE 6 PRIOR TO STAGE 1 IMPROVEMENTS.

**COUNTY OF ORANGE**
ORANGE COUNTY WASTE AND RECYCLING

**FRANK R. BOWERMAN**
LANDFILL
LFG MASTER PLAN

**CONCEPTUAL PLOT PLAN**
STAGE 0 IMPROVEMENTS

SEE SHEET 10 FOR LFG GENERATION TABLE USED TO DETERMINE TIMELINE OF PROPOSED IMPROVEMENTS AND SHEET 11 FOR SUMMARY OF PROPOSED ELECTRICAL LOADS.
NOTES:
1. BLOWER SKID SHALL BE SIZED FOR MAX. 20,000 SCFM TOTAL FLOW AND ASSUMING (1) BLOWER SHALL BE ON STANDBY. SKID SHALL INCLUDE MOISTURE SEPARATORS THAT DISCHARGE TO EX. 2” DUAL CONTAINED CONDENSATE DRAIN LINE.
2. H2S TREATMENT SYSTEM AND BOOSTER BLOWER SKID SHALL BE MODULAR AND EXPAND WHEN FLARES 5A, 7A, 3A, & 4A ARE INSTALLED IN STAGES 2 & 3. ULTIMATE DESIGN FLOW SHALL BE 28,000 SCFM.
3. LOW BTU HEADER SHALL CONSIST OF APPROX. 10,000 LF OF PERIMETER HEADER AND BE INSTALLED AROUND THE SOUTHERN HALF OF THE SITE. IT SHALL BE CONNECTED TO EX. BLOWERS 5 & 6 AND DIRECTED TO THE EXISTING FLARE MANIFOLD.
4. EX. FLARE MANIFOLD SHALL STAY IN PLACE FOR REGEN GAS FROM BP’S LGFTE PLANT AND FOR LGF FROM LOW BTU HEADER NETWORK (SEE NOTE 3). PROPOSED FLARE MANIFOLD SHALL INCLUDE AUTOMATED MODULATING CONTROL VALVES AT THE INLET OF EACH FLARE IN ORDER TO MAINTAIN CONSTANT VACUUM TO THE FIELD WHILE ALSO MAINTAINING CONSTANT BLOWER DISCHARGE PRESSURE FOR THE LGFTE PLANT.

SCE UPGRADES SHALL BE DETERMINED WITH SCE PLANNER AND SHALL BE SIZED FOR ALL IMPROVEMENTS SHOWN IN THESE DRAWINGS.

CONNECTION POINT FROM NEW LFG EXTRACTION BLOWER SKID TO LGFTE PLANT

PROPOSED FLARE MANIFOLD INSTALLED ABOVE EX. FLARE MANIFOLD (SEE NOTE 4).

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

PIPING TO EXISTING BLOWERS TO BE DISCONNECTED FROM 36” HEADER MANIFOLD AT END OF STAGE 1.

PROPOSED LGF EXTRACTION BLOWER SKID (SEE NOTE 1).

PROPOSED H2S TREATMENT SYSTEM AND BOOSTER BLOWER SKID FOR FLARE STATION (SEE NOTE 2).

LOW BTU HEADER (SEE NOTE 3)

connection points for future low emission flares (typ.). see sheets 11 & 12.

stage 0 improvements (see sheet 6)

stage 0 improvements (see sheet 6)

upgraded SCE transformer and switchgear

connection point from new LFG extraction blower skid to LGFTE plant

see sheet 10 for LFG generation table used to determine timeline of proposed improvements and sheet 11 for summary of proposed electrical loads.

Frank R. Bowerman
Landfill
LGFTE Master Plan

Conceptual Plot Plan
Stage 1 Improvements

Design No. CR/NC/03/00
Drawing No. REVS

Date: 03/01/21
Sheet 7 of 11
NOTES:
1. BLOWER SKID INSTALLED IN STAGE 1 SHALL BE UPGRADED TO INSTALL AN ADDITIONAL BLOWER. TOTAL MAX FLOW FOR BLOWER SKID SHALL BE 28,000 SCFM ASSUMING (1) BLOWER SHALL BE ON STANDBY.
2. H2S TREATMENT SYSTEM AND ITS BOOSTER BLOWER SKID INSTALLED IN STAGE 1 SHALL BE EXPANDED TO ACCOMMODATE INSTALLATION OF FLARES 5A & 7.

SEE NOTE 2

STAGE 0 IMPROVEMENTS (SEE SHEET 6)

STAGE 1 IMPROVEMENTS (SEE SHEET 7)

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

See Sheet 10 for LFG Generation Table Used to Determine Timeline of Proposed Improvements and Sheet 11 for Summary of Proposed Electrical Loads.
NOTES:
1. H2S TREATMENT SYSTEM AND ITS BOOSTER BLOWER SKID INSTALLED IN STAGE 1 AND EXPANDED IN STAGE 2 SHALL BE FURTHER EXPANDED TO ACCOMMODATE INSTALLATION OF FLARES 3A AND 4A.
## Flare & Plant Capacity (scfm)  
(Scenario with lowest capacity will govern.)

<table>
<thead>
<tr>
<th>Year</th>
<th>Available LFG</th>
<th>Scenario 1: Flare and LGFTE Configuration</th>
<th>Scenario 2: Average Rule 1118.1 Flare Flow with Average Plant Flow</th>
<th>Max. Permitted Flare Flow</th>
<th>Flare Station Improvements</th>
<th>Summary of Flare Station Improvements</th>
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</thead>
<tbody>
<tr>
<td>2020</td>
<td>12,318</td>
<td>Ex. Flares 1-4 (1,700 scfm each) Ex. Flare 5 (4,200 scfm) LGFTE Plant (6,000 scfm)</td>
<td>8,200</td>
<td>11,000</td>
<td>Current Flare Capacity: Max. Permitted Flare Flow = 11,000 scfm before Flare 6 installation. Additional 6,000 scfm from Plant.</td>
<td>ASAP/2021 - Install and Operate Flare 6 with an Interim Dedicated H2S Treatment System in order to increase LFG collection capacity and maintain compliance with various SCAGMD and CalRecycle rules regarding LFG migration.</td>
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<tr>
<td>2021</td>
<td>Assuming 75% Collection Efficiency</td>
<td>Ex. Flares 1-4 (1,700 scfm each) Ex. Flare 5 (4,200 scfm) Prop. Low Emission Flare 6 with an Interim Dedicated H2S Treatment System (4,000 scfm) LGFTE Plant (6,000 scfm)</td>
<td>12,200</td>
<td>15,000</td>
<td>Dec 31st 2022 - Deadline to Submit SCAGMD Permit Application for Flares 1A &amp; 2A (including additional blowers/H2S Treatment System) in order to maintain compliance with Rule 1118.1 (Flare Station Annual Throughput may continue to exceed Rule 1118.1 Threshold limits for 2022-2023), however, Site is still compliant if this deadline is meet.</td>
<td>2023 - Deadline to Install and Operate Flares 1A &amp; 2A in order to maintain compliance with Rule 1118.1 (actual deadline = within 12 months of receiving permit approval)</td>
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<td>2022</td>
<td>13,189</td>
<td>Prop. Low Emission Flare 6 &amp; 7 (4,000 scfm each) LGFTE Plant (6,000 scfm)</td>
<td>19,520</td>
<td>21,600</td>
<td>2024 - Begin Design &amp; Permitting for Flares 5A &amp; 7</td>
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<td>2023</td>
<td>13,608</td>
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<td>26,400</td>
<td>28,000</td>
<td>2016 - Current Agreement Terminates (Per Section 1.15(c) of the Agreement, BP shall cease operation below 20% of maximum permitted flow for at least 30 days per year).</td>
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### COUNTY OF ORANGE  
**ORANGE COUNTY WASTE AND RECYCLING**  
**FRANK R. BOWERMAN LANDFILL**  
**LFG MASTER PLAN**  
**CONCEPTUAL PLOT PLAN**  
**LFG GENERATION TABLE**

**DESIGNED:** CR/MC/RF/95  
**DRAWN:** CR/MC/RF/95  
**SHEET:** 10  
**REVS:** 0  
**DATE:** 03/01/21  
**SCALE:** AS SHOWN  
**DRAWING NO.:** 10  
**OF 11**
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<th>Item #</th>
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<th>Electrical Power Needs</th>
<th>Increased Electrical Power Requirements</th>
<th>Amperage</th>
<th>Year Needed</th>
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<tr>
<td>FL-6</td>
<td>LFG Flare 6 (new flare)</td>
<td>1 x 200 hp combustion air blower</td>
<td>200 horsepower</td>
<td>240</td>
<td>2023</td>
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<tr>
<td>BC-6</td>
<td>Combustion air blower for Flare 6</td>
<td>1 x 200 hp combustion air blower</td>
<td>200 horsepower</td>
<td>240</td>
<td>2023</td>
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<tr>
<td>FL-1A</td>
<td>LFG Flare 1A (replaces flare 1)</td>
<td>1 x 200 hp combustion air blower</td>
<td>200 horsepower</td>
<td>240</td>
<td>2023</td>
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<td>BC-1A</td>
<td>Combustion air blower for Flare 1A</td>
<td>1 x 200 hp combustion air blower</td>
<td>200 horsepower</td>
<td>240</td>
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<tr>
<td>BL-L1</td>
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<td>BL-L2</td>
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ATTACHMENT B

Frank R. Bowerman Landfill Blower Flare Facility
Conceptual Master Plan Technical Review and Recommendations
to the Preliminary Design Report, SCS Engineers

December 29, 2021
December 29, 2021
01201114.06

Mario Castillo
Renewable Energy Project Manager
County of Orange, Waste and Recycling
601 N. Ross St., 5th Floor.
Santa Ana, CA 92701

Subject: Technical Review and Recommendations to the Preliminary Design Report

Dear Mario:

SCS Engineers (SCS) was retained by Orange County Waste & Recycling (OCWR) for consulting services related to the preliminary design report (PDR) for the planned blower flare station upgrades at the Frank R. Bowerman (FRB) Landfill in Irvine, California.

Using the PDR elements for equipment sizing and installation timeline as a baseline, SCS incorporated additional design considerations such as physical space, efficient operation, redundancy and maintenance access etc. into the process diagrams and conceptual layout. A summary report of SCS’s approach while maintaining the overall goals of the PDR is enclosed.

SCS appreciates the opportunity to continue to provide professional engineering services for to FRB and OCWR on this important project. Please contact Sol or Vidhya for questions or concerns regarding this report.

Sincerely,

Srividhya Viswanathan, PE
Project Director/Vice-President
SCS ENGINEERS

Solavann Sim, P.E.
Project Director/Vice-President
SCS ENGINEERS
Frank R. Bowerman Landfill Blower Flare Facility Conceptual Master Plan Technical Review and Recommendations to the Preliminary Design Report

OC Waste and Recycling
11002 Bee Canyon Access Rd.
Irvine, CA 92602
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Attachment A LFG Generation Rate Table, Exhibit G “Second Amended & Restated Landfill Gas Rights & Production Agreement
1.0 BACKGROUND

1.1 EXISTING CONDITIONS

FRB, a Class III, municipal solid waste landfill, located in the City of Irvine, is owned and operated by OCWR. The landfill opened in 1990, and is permitted for 11,500 tons per day (TPD) maximum with an 8,500 TPD annual average. The landfill currently receives approximately 8,000 tons of refuse per day. Per OCWR’s Preliminary Design Report (PDR), dated March 2021, the landfill has enough projected capacity to serve residents and businesses until approximately year 2053. Additionally, the current permitted capacity is 266 million cubic yards, of which approximately 61 million cubic yard have been placed.

The FRB blower flare facility consists of six (6) blowers operating in parallel, three (3) separate condensate Knockout Pots (KOPs) of varying sizes, four (4) Perennial flares, each rated at a maximum flow rate of 1,700 standard cubic feet per minute (scfm) and one (1) Perennial flare rated at a maximum flow rate of 4,200 scfm.

The six (6) blowers utilize variable frequency drives (VFD) to maintain approximately 54 inches water column (in. w.c.) or approximately 2 pounds per square inch (psi) on the pressure side of the blowers. Extracted LFG is conveyed to the blower flare facility through a series of headers, sub headers, and the wellfield which consists of vertical and horizontal wells. Flow to each of the flares is controlled, utilizing manual control valves upstream of the fail-close valves for each flare. The site is currently extracting approximately 10,500 scfm, as of August, 2021, which is approximately 1000 SCFM lower than the recovery prior to the October 2020 wildfire event.

LFG condensate is currently removed by the three (3) knockout vessels at the blower flare facility, and subsequently conveyed by gravity to a remote condensate storage tank facility within the site. Condensate is hauled and disposed off-site.

In addition to the GCCS infrastructure, a 19.6MW LFG to energy (LFGTE) plant is located onsite. It is owned and operated by Bowerman Power, LLC, a subsidiary of Montauk Energy. While the LFGTE can process up to 7,000 scfm of LFG, this capacity is not included in the FRB’s LFG destruction capacity, which is limited to the five (5) Perennial flares onsite. However, waste gas, also referred to as regeneration gas) from the LFGTE is sent to one of the two (2) 1,400 scfm flares (Flares 3 & 4).

1.2 EXISTING CONSTRAINTS

1.2.1 Emission thresholds

South Coast Air Quality Management District (SCAQMD) regulations (Rule 1118.1) seek to reduce NOx and VOC emissions from flaring of LFG. The rule seeks to reduce emissions by establishing throughput limits of traditional enclosed flares combusting LFG. Flares exceeding a threshold for 2 years after rule adoption must begin the process of flare replacement. Flare replacements and/or expansions will need to be scheduled consistent with SCAQMD Rule 1118.1 requirements as well as projected growth in LFG volume.
Additionally, new flares are also required to meet SCAQMD Best Available Control Technology (BACT) requirements for sulfur oxides (SOx), which in turn will require a sulfur removal system. The existing blower flare facility is not equipped with a sulfur removal and treatment system, with the exception of proposed Flare 6, which will be installed with such a treatment system. Ultimately, an integrated sulfur removal and treatment system, capable of treating all of the recovered LFG, will be required for the Site.

1.2.2 Utility Service

Southern California Edison (SCE) provides utility power to the blower flare facility. Per the Frank's Industrial Service (FIS) report, included in the PDR March 2021), the switchgear at the blower flare facility is at capacity, and any future loads will require electrical service upgrades. Additional information on utility service limitations can be found in the PDR or FIS’s report.

2.0 PERMITTING, REGULATORY COMPLIANCE AND REPORTING

Per initial discussions with SCS’s permitting/regulatory staff, the new equipment will likely require different levels of future permitting and trigger regulatory compliance items. The H2S treatment system will require an air permit and the new blowers and, KOPs, will require a minor modification under SCAQMD. Future flares will also require SCAQMD and Title V permitting. Further detailed permitting, and subsequent reporting requirements can be provided upon request. Regulatory compliance can also cover operation of the wellfield for compliance (vacuum control) and perimeter probe exceedances. Flare 6 permitting in process with OCWR.

3.0 BASIS OF DESIGN

SCS’s review of the master plan for blower flare station expansion, and subsequent design recommendations were based on several key factors, as noted below.

3.1 LFG COLLECTION CAPACITY

SCS understands that OCWR has two (2) LFG generation models for the landfill, as noted below:


Based on input from OCWR, SCS utilized the 2011 LFG generation model with a peak flow of approximately 28,000 scfm in the year 2053, and a conservative 90 percent (%) LFG collection efficiency per discussions with OCWR staff.

Based on the 2011 LFG generation model, FRB is expected to generate approximately 14,565 scfm of LFG, in 2021. With an assumed collection efficiency of 90%, the Site’s estimated LFG recovery in 2021 is approximately 13,108 scfm. However, the total rated flow capacity for the existing flares (1-5) is 11,000 scfm.
Additionally, the existing 24-inch LFG header piping connecting the perimeter piping system to the existing blower flare station is undersized for 2021 LFG generation model flows, especially under countercurrent flow conditions.

### 3.2 SULFUR TREATMENT AND REMOVAL SYSTEM

New flares are required to meet SCAQMD BACT for sulfur oxides (SOx) which will require a sulfur removal system. H2S treatment assumes the use of Darco BG1 activated carbon media based systems based on SCS experience with similar sites in the SCAQMD Air District. However, no formal study was performed to select this technology.

### 3.3 ELECTRICAL UPGRADES

Electrical costs and conceptual electrical design included in this summary report are based September 24, 2021 report provided by under direction of OCWR.

### 3.4 REDUNDANCY

Finally, the proposed design accounted for maintaining redundancy (additional capacity) to accommodate routine maintenance activities and unplanned/non-routine breakdowns.

### 4.0 DESCRIPTION OF STAGES

#### 4.1 STAGE 0 IMPROVEMENTS

Stage 0 improvements comprise of inlet piping system upgrades, addition of a flow control valve for Flare 5 and installation of Flare 6 and associated Interim H2S treatment system, as seen on Figure 3.

**4.1.1 Inlet Header System**

The proposed inlet header system connecting the existing 24-inch perimeter header to the existing blowers will comprise of a partial upgrade of the existing 24-inch perimeter header to 48-inch SDR17 HDPE pipe (see Figure 3), and the installation of three (3)-48-inch x 42-inch tees to allow installation of upgraded inlet header piping under Stage 0 and future stages.

At this stage, two (2)-42-inch headers will be installed below grade, each connecting to the existing Knockout Pot (KOP) for blowers 1, 2, and 5, 6 respectively. The two (2)-42-inch header pipes will convey approximately 18,000 scfm of LFG while maintaining velocities of no more than 20 feet/second, under countercurrent conditions (i.e., when LFG and liquids flow in opposite directions). The two (2)-42-inch headers will reduce the pressure drop currently seen between the blower inlets and the existing 24-inch perimeter header. The lower velocities will also allow liquids to drain counter-current, away from the flare station downhill to the main condensate collection sump resulting in less moisture carryover into the inlet of the existing blowers. Stage 0 also includes the installation of a new condensate sump to collect liquids from the flare station (blowers drains, KOPs, after-cooler liquids etc.)
4.1.2 Flow Control Valve

Installation of a flow control valve on Flare 5 (FCV-107) would allow the site to maintain automatic vacuum control to the wellfield while also maintaining the pressure required at the engine plant prior to the installation of Flare 6 as recommended and described in the Frank R. Bowerman Landfill Odor Mitigation Recommendations report, dated May 14, 2020 by SCS Engineers.

4.1.3 Flare 6 with Interim H2S Treatment System

Proposed flare (FL-6) will be a 4,000 scfm, low NOx flare with a 200 hp combustion air blower, manufactured by Perennial Engineering Inc. New flares under the SCQAMD jurisdiction require the installation of a sulfur removal system to meet SCAQMD BACT regarding sulfur oxides (SOx). While the Site will eventually install an integrated sulfur treatment to handle LFG flows from the entire site, due to schedule considerations, flare FL-6 will initially require an interim sulfur treatment system. This can be achieved via two (2) options as discussed below:

4.1.3.1 Interim H2S Treatment by Standalone System

Under this alternative, up to 2,000 scfm of untreated LFG (85 ppm H2S) will be sent to the, standalone H2S treatment system skid comprising of a booster blower, an air-cooled aftercooler, pre-filter, H2S media vessels and post filters. The system will also include a 3-inch valve (HV-111) to allow blending of untreated LFG with treated LFG to achieve desired H2S concentrations to the inlet of flare FL-6. This system will be installed between the discharge of the existing FRB blowers and inlet to the proposed flare FL-6 (See Figure 7).

4.1.3.2 Interim H2S Treatment by Existing LFGTE Plant System

Under this alternative, a new 12-inch pipe will be installed to deliver treated LFG from the existing LFGTE Plant H2S treatment system to the inlet of FL-6. With the help of a 3-inch valve (HV-111) untreated LFG will be blended with up to 2000 scfm, treated LFG from the LFGTE Plant to achieve desired H2S concentrations to the inlet of proposed Flare 6 (See Figure 8). Note that this concept has not been fully vetted with BP. OCWR would need to discuss this option further to confirm that this configuration would not disrupt plant operation.

Table 1. At the end of Stage 0

<table>
<thead>
<tr>
<th>Stage</th>
<th>Inlet Header Capacity (scfm)</th>
<th>Existing Flare Capacity (scfm)</th>
<th>New Flare Capacity (scfm)</th>
<th>Existing Blower Capacity (scfm)</th>
<th>New Blower Capacity (scfm)</th>
<th>H2S Treatment Capacity (scfm)</th>
<th>Comments</th>
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4.2 STAGE 1 IMPROVEMENTS

Stage 1 improvements comprise of an upgraded SCE electrical service. The electrical upgrades include a larger transformer and new switchgear with future capacity to accommodate future electrical loads associated with the seven planned flares. Stage 1 also includes installation of a new 20,000 scfm blower skid, H2S treatment system, new discharge piping and flares FL-1A and 2A, and associated grading and foundations as shown on Figure 4. (Refer to FIS’s electrical design to accommodate 2041 needs based on projected LFG flow.)

4.2.1 Integrated H2S Treatment System

Once the inlet header system and Flare FL-6 are installed under Stage 0, the next stage will begin with the installation of six (6) - 5,000 scfm H2S treatment vessels, with four (4) vessels installed per 42-inch header pipe. The proposed H2S treatment system will be designed to treat 15,000 scfm (3-5,000 scfm) and include 100% redundancy in the form of three (3)-5,000 scfm back-up vessels. The H2S treatment system will be designed to treat all available LFG, however, the system would include appropriately sized bypass valves to allow untreated LFG to blend with the treated LFG to achieve the desired H2S concentration to maximize media life. The blended LFG will be conveyed in the 42-inch HDPE LFG headers installed during Stage 0 to a new, 20,000 scfm blower skid system discussed below.

4.2.2 Modular Blower Skid

A new 20,000 scfm modular blower skid with integrated KOPs will be installed under Stage 1. The skid will comprise of four (4) - 5,000 scfm blowers. In Stage 1, three of the four blowers will serve as primary and will maintain one as standby for 25 percent redundancy. Existing blowers 1-4 will be
connected to the new piping manifold but will serve as additional backup blowers, providing additional redundancy in the system.

4.2.3 Low BTU Header (Optional)

If necessary, Stage 1 allows for the installation of a new low-BTU header pipe to convey low-quality LFG to existing blowers 5 and 6. Installing a separate header pipe for low-BTU LFG will provide FRB the flexibility to send low quality LFG (i.e. perimeter LFG) to flare(s) of FRB’s choice instead of comingling with high-BTU LFG that is sent to the existing LFGTE Plant. End-use and field conditions, i.e. compliance status of perimeter probes, should be taken into consideration prior to installing a low-BTU header.

4.2.4 Elevated Piping Manifold

Finally, this stage will conclude with the installation of an elevated piping manifold which will run in parallel and over the existing discharge manifold, to deliver LFG to two (2) new 4,000 scfm, low NOx, replacement flares FL-1A and FL-2A (i.e., demolition of FL-1 and FL-2, and installation of new flares FL-1A and FL-2A). The new, elevated piping manifold will include blind flanged connections for future replacement flares FL-3A, FL-4A, and FL-5A, and new flare FL-6A and FL-7.

Table 2. At the end of Stage 1:

<table>
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<tr>
<th>Stage</th>
<th>Inlet Header Capacity (scfm)</th>
<th>Existing Flare Capacity (scfm)</th>
<th>New Flare Capacity (scfm)</th>
<th>Existing Blower Capacity (scfm)</th>
<th>New Blower Capacity (scfm)</th>
<th>H2S Treatment Capacity (scfm)</th>
<th>Comments</th>
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<td>1</td>
<td>18,000</td>
<td>7,600</td>
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<td>12,800 (Redundant)</td>
<td>15,000</td>
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- Header - 2-42 inch header pipes
- Existing Flares - FL-3, FL-4, FL-5
- New Flare(s) - FL-1A, FL-2A and FL-6
- Existing Blower Skid – B1 – B6
- New Blower skid - 3-5,000 scfm blower with additional 1-5,000 scfm redundant/backup blower
- H2S System – Interim removed, 3-5,000 scfm w/3-
4.3 STAGE 2 IMPROVEMENTS

Stage 2 improvements continue with the expansion of the new blower skid with the installation of a 10,000 scfm blower skid, additional H2S treatment vessels, disconnection of blowers 1-4, and installation of new flares FL-5A and 7, as shown on Figure 5.

With the bulk of the piping and equipment installed in place, Stage 2 will continue the expansion of the H2S treatment and blower skid systems. Two (2) 5,000 scfm H2S vessels will be added, bringing the total treatment volume to 20,000 scfm with a built-in redundancy of 20,000 scfm.

4.3.1 Modular Blower Skid

A new 10,000 scfm blower skid will be installed connecting to the inlet and outlet manifold of the existing 15,000 scfm blower skid respectively. Existing blowers 1-4 (BL1-4) will be disconnected and abandoned as well.

4.3.2 Demolition and Installation of Flares

Stage 2 will also include the demolition of existing flare FL-5, and installation of two (2) new 4,000 scfm, low NOx flares FL-5A and FL-7. Two existing flares FL-3 and FL-4 remain at this stage.

Table 3. At the end of Stage 2:

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<th>Stage</th>
<th>Inlet Header Capacity (scfm)</th>
<th>Existing Flare Capacity (scfm)</th>
<th>New Flare Capacity (scfm)</th>
<th>Existing Blower Capacity (scfm)</th>
<th>New Blower Capacity (scfm)</th>
<th>H2S Treatment Capacity (scfm)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5,000 scfm redundant/back-up vessels</td>
</tr>
</tbody>
</table>
### 4.4 STAGE 3 IMPROVEMENTS

Stage 3 improvements include the installation of the 3rd-42-inch header pipe, final expansion of the new blower skid with the installation of a 10,000 scfm blower skid, additional H2S treatment vessels, and installation of new flares FL-3A and 4A, as shown on Figure 6.

#### 4.4.1 Inlet Header System

The 3rd and final 42-inch header pipe of the proposed inlet header system connecting the existing 24-inch perimeter header to the new blowers will be installed under this stage.

#### 4.4.2 H2S Treatment System

The final expansion of the H2S treatment system will include the installation of four (4) 5,000 scfm H2S vessels (2 treatment vessels with 2 serving as back-up), bringing the total treatment volume to 30,000 scfm with a built-in redundancy of 30,000 scfm.

#### 4.4.3 Modular Blower Skid

A new 10,000 scfm blower skid will be installed connecting to the inlet and outlet manifold of the existing 20,000 scfm blower skid respectively, resulting in a total blower capacity of 30,000 scfm with an additional 10,000 scfm in redundancy/back-up capacity.
4.4.4 Demolition and Installation of Flares

Finally, Stage 3 will also include the demolition of existing flares FL-3 and FL-4, and installation of two (2) new, replacement 4,000 scfm, low NOx flares FL-3A and FL-4A.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Inlet Header Capacity (scfm)</th>
<th>Existing Flare Capacity (scfm)</th>
<th>New Flare Capacity (scfm)</th>
<th>Existing Blower Capacity (scfm)</th>
<th>New Blower Capacity (scfm)</th>
<th>H2S Treatment Capacity (scfm)</th>
<th>Comments</th>
</tr>
</thead>
</table>
| 3     | 27,000                      | -                             | 28,000                   | 4,600                          | 30,000                    | 30,000                      | Header - 3-42 inch header pipes  
Existing Flares -  
New Flare(s) - FL-1A, FL-2A, FL-3A, FL-4A, FL-5A, FL-6 and FL-7  
Existing Blower Skid - B5, B6  
New Blower skid - 6-5,000 scfm blower with additional 2-5,000 scfm redundant/backup blower |
5.0  MODULAR APPROACH

This master planning effort was designed using a modular approach where practical, as described below. The modular approach also represents a step-wise increase in capacity, to ensure FRB is always ahead of the LFG recovery based on the 2011 LFG generation curve with a 90% collection efficiency (based on actual conditions).

5.1  MODULAR BLOWER SKID

Blower Skids are designed as complete packages to include integrated KOPs, inlet and outlet manifold piping. The skids would be designed to allow for connectivity to additional modular skids using simple piping spools and flex joints. This approach allows for easier installation and redundancy allowing for interchangeability of blowers, VFDS and motors. The modular skid design also incorporates redundant blower capacity to allow for maintenance or unplanned breakdown.

5.2  H2S TREATMENT SYSTEM

The H2S treatment vessels are designed as modular 5,000 scfm units to allow for expansion to match the additional blower capacity. Each additional 5,000 scfm unit has a fully redundant standby unit to minimize/eliminate downtime during media change outs.

6.0  PROCESS CONTROL NARRATIVES

The sections below provide description of the proposed process/operations under different scenarios – short-term and long-term, addressing the regulatory and timing challenges faced by OCWR. Overall, SCS recommends operating the blowers on vacuum control mode (and not flow control), as previously discussed in the Frank R. Bowerman Landfill Odor Mitigation Recommendations report, dated May 14, 2020.

6.1  INTERIM STANDALONE TREATMENT SCENARIO (FIGURE 7)

This section describes the process control narrative for the interim treatment scenario shown in Stage 0 (Figure 3). Stage 0 operation is shown in greater detail utilizing the Process and Instrumentation Diagram (PID) shown in Figure 7 and described below.
• Stage 0 relies on the installation of the two (2)-42-inch inlet header piping to reduce pressure losses to the field and allow for better drainage. This reduction in pressure losses in the inlet piping will allow the blower to overcome the additional pressure loss required for the interim H2S treatment system.

• Blowers BL-1 through BL-6 would be operated on discharge pressure control utilizing Variable Frequency Drives (VFDS) and the existing Pressure Transmitter PIT-101. The blowers would ramp up and down, as necessary, to maintain 2 pounds per square inch (PSI) discharge pressure to the inlet of the LFGTE plant.

• FL-1, FL-2, FL-3, FL-4 would utilize the existing flare inlet manual valves (i.e HV-105 for FL-1) to achieve the desired flow with the manifold pressure set to 2 PSI. These flares would be balanced to maintain compliance with permit limits but would leave enough flow to operate FL-5 and/or FL-6.

• Prior to installation of FL-6, FL-5 would process the balance of LFG flow not used by the LFGTE plant and the other 4 flares. FL-5 would have a modulating flow control valve (FCV-107) that would modulate to achieve a consistent vacuum to the wellfield utilizing pressure transmitter PIT-100.

• Once FL-6 is installed, FL-6 will be the primary to address compliance with SCAQMD Rule 1118.1, and its utilization will be maximized.
  o FCV-100 will be able to modulate flow to accommodate load changes or interruptions from LFGTE by ramping flow up or down in FL-6 (within permit limits) to maintain consistent vacuum at PIT-100.

• H2S treatment for FL-6 is described below.
  o In order to treat LFG for H2S for FL-6, LFG would be routed to the interim skid-mounted H2S treatment system.
  o HV-110 would be normally closed forcing LFG to pass through the H2S treatment skid. From there the operator would utilize a smaller blending valve HV-111 to allow some LFG to bypass the treatment skid to achieve the desired concentration at the flare inlet. This blending valve allows the operator to optimize media usage.

6.2 INTERIM LFGTE PLANT TREATMENT SCENARIO (FIGURE 8)
This section describes the optional scenario where FL-6 utilizes the existing LFGTE plant H2S treatment system to reduce H2S concentrations.

• Blower and FCV-100 interaction is the same as described in section VI.a.2 through VI.a.5a where the blowers maintain 2 PSI pressure at PIT-101 and FL-6 modulates overall flow using FCV-100 to maintain 60-inches of vacuum to the wellfield at PIT-100.

• The difference from the standalone H2S treatment scenario is that this option does not require an interim treatment skid dedicated for FL-6. Additional detail is provided below.
  o A 12-inch line would be tied into the outlet of the existing LFGTE plant H2S treatment system in order to send treated LFG to FL-6. It is our understanding that two (2) of the existing
treatment vessels are utilized as standby vessels. This option may require utilizing the standby H2S treatment vessels to increase capacity of the system.

- HV-110 would be normally closed to prevent unwanted untreated LFG from flowing to the flare. A smaller blending valve (HV-111) would be utilized to allow some untreated LFG to blend with the treated LFG from LFGTE plant to achieve the desired inlet concentration.

### 6.3 FINAL BUILDOUT SCENARIO (FIGURE 9)

This section describes typical process control narrative for Stage 3 (Figure 6). However, Stages 1 and 2 operate in very similar manner as described below.

- In Stages 1 through 3, LFG is pulled through the media vessels utilizing the proposed modular blower skids. This configuration was proposed for the following reasons:
  - Does not require aftercooler because LFG is pulled through the vessels prior to compression in the blowers. The uncompressed LFG is at a lower temperature and will not require cooling.
  - LFG entering the vessels prior to compression also results in higher relative humidity which is preferred for the proposed activated carbon system.
  - While placing the vessels on the vacuum side of the blowers will create additional pressure loss through the media, sizing the main blowers to accommodate this pressure drop in the media, eliminates the need for adding booster blowers. This simplifies the operation and results in more efficient blower usage.
  - Placing the vessels on the vacuum side of the blowers utilizes the available space west of the blowers more efficiently as LFG can generally travel west to east without changing direction.

- Once LFG is pulled through the integrated H2S treatment vessels the process is very similar to previous process narratives. The blowers maintain 2 PSI pressure at PIT 101 and FL-6 and FL-7 modulate overall flow using FCV-100 and FCV-200 to maintain 60-inches of vacuum to the wellfield at PIT-100.

### 7.0 CONCEPTUAL ROM COST ESTIMATES

#### 7.1 ENGINEER’S ESTIMATES

SCS has prepared engineer’s estimates for each stage of the master planning effort, including but not limited to site preparation, foundation, and equipment costs. However, it is understood that each stage could be divided into additional subphases as necessary to accommodate the needs of the site. The engineer’s estimates included in this report are in the range of 15%.

#### 7.2 EQUIPMENT ESTIMATES

- Flare equipment estimates were based on the actual costs for Flare 6 from Perennial Energy Inc.
- Blower Skid estimates were provided by John Zink Hamworthy Combustion® based on similar project scopes.
• Interim H2S Treatment Skid cost including treatment vessels, air cooled aftercooler, pre and post filters were provided by Willexa Energy. Willexa provided the existing Siloxane Removal System used by LFGTE.

• H2S Treatment Vessels estimates were based similar SCS installation in Southern California

7.3 CONSTRUCTION AND INSTALLATION ESTIMATES

Engineering, permitting and construction estimates are based on SCS experience with similar projects in Southern California in the last 5 years.

Cost Estimates for near term phases do not account for COVID related cost increases such as material shortages or delivery delays. Cost estimates for future stages utilize present day costs and is not adjusted for inflation.

8.0 LIMITATIONS

Timing for each stage of construction will be dependent on actual LFG collection requirements. SCS utilized a 2011 LFG recovery model provided by OCWR and utilized a conservative 90% collection efficiency. As a result, this effort has planned for up to 30,000 SCFM of LFG. However, this effort did not take into account future regulations like SB 1383 that requires 75% organics diversion from landfills, by the year 2025. Regulations such SB 1383 could have a drastic impact to future LFG generation, and it is understood that it is possible that the site does not reach 30,000 SCFM of collected LFG. The modular design approach to expanding the blower flare facility will provide OCWR the flexibility to address this uncertainty, wherein additions will be made directly in response to actual field conditions.
Appendix A

Figures 1 – 9
EXISTING SCE 800A. 480V, 3-PHASE SERVICE AND METERING.
- 800A MAIN BREAKER
- FEED BREAKERS
- STARTERS
- VFD's
- SEE SINGLE LINE DIAGRAM

ELECTRICAL SUPPLY FOR FLARE STATION AND LFG EXTRACTION BLOWERS

ELECTRICAL SUPPLY AND EXPORT FOR BP LFGTE PLANT

UPGRADED SCE TRANSFORMER AND SWITCHGEAR
Upsize 200 LF of 48" header pipe. Connect to existing 24" via 48"x24" reducers.

Proposed 42" valves.

Upsize ex. 24" below grade header to 2-42".

Prop. below grade 42" header pipe and manifold.

Prop. 48" dual-contained condensate sump CS-1.

Install pressure transmitter PIT 100.

Install flow control valve.

Proposed 42" valves.

Interim H2S treatment system for flare 6 (includes booster blower).

4,000 SCFM low emission flare with 200HP combustion air blower (typ.).

4,000 SCFM low emission flare with 200HP combustion air blower (typ.).
STAGE 0 IMPROVEMENTS (SEE SHEET 6)

PIPING TO EXISTING BLOWERS TO BE DISCONNECTED AND CONNECTED TO NEW BLOWER SKID AT THE END OF STAGE 1.

BL-1 THRU BL-4 SERVE AS REDUNDANT BLOWERS AND ARE STILL CONNECTED TO MANIFOLD

PROPOSED LOW BTU HEADER TO CONNECT TO EXISTING BLOWERS BL-5 AND BL-6, AND ROUTED TO EXISTING (LOWER) FLARE MANIFOLD

PROPOSED H2S TREATMENT SYSTEM WITH REDUNDANCY (5,000 SCFM VESSELS)

PROPOSED LFG EXTRACTION BLOWER SKID

PROPOSED LOW BTU HEADER TO CONNECT TO EXISTING BLOWERS BL-5 AND BL-6, AND ROUTED TO EXISTING (LOWER) FLARE MANIFOLD

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

1. **FROM SOUTH PERIMETER HEADER**
2. **FROM NORTH PERIMETER HEADER**
3. **BP SWITCHGEAR**
4. **UPGRADED SCE TRANSFORMER AND SWITCHGEAR**
5. **PIPING TO EXISTING BLOWERS**
6. **PROPOSED FLARE MANIFOLD INSTALLED ABOVE EXISTING FLARE MANIFOLD**
7. **PROPOSED H2S TREATMENT SYSTEM WITH REDUNDANCY (5,000 SCFM VESSELS)**
8. **PROPOSED LFG EXTRACTION BLOWER SKID**
9. **STAGE 0 IMPROVEMENTS (SEE SHEET 6)**
10. **4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)**
11. **CONNECTION POINTS FOR FUTURE LOW EMISSION FLARES (TYP.).**
12. **PROPOSED FLARE MANIFOLD INSTALLED ABOVE EXISTING FLARE MANIFOLD**
13. **UPGRADED SCE TRANSFORMER AND SWITCHGEAR**
14. **SCE UPGRADES SHALL BE DETERMINED WITH SCE PLANNER AND SHALL BE SIZED FOR ALL IMPROVEMENTS SHOWN IN THESE DRAWINGS.**

**ECC ENGINEERS**

**FRANK R. BOWERMAN LANDFILL**

**COUNTY OF ORANGE**

**ENVIRONMENTAL CONSULTANTS**

**SCS ENGINEERS**

**01/20/2021**

**SS SV**

**SV**

**N/FS/PROJECT**

**AS SHOWN**

**FIGURE 4**

**COUNTY OF ORANGE WASTE AND RECYCLING**
STAGE 0 IMPROVEMENTS (SEE SHEET 6)

STAGE 1 IMPROVEMENTS (SEE SHEET 7)

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

UPGRADED SCE TRANSFORMER AND SWITCHGEAR

ADDITIONAL 10K SCFM BLOWER SKID

PROPOSED ABANDONMENT

42" S.S. STAGE 1 IMPROVEMENTS (SEE SHEET 7)

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

STAGE 0 IMPROVEMENTS (SEE SHEET 6)
STAGE 0 IMPROVEMENTS
(SEE SHEET 6)

UPGRADED SCE TRANSFORMER AND SWITCHGEAR

FROM SOUTH PERIMETER HEADER

PROP. 48" HEADER PIPE

ADDITIONAL 10K SCFM BLOWER SKID

STAGE 1 IMPROVEMENTS
(SEE SHEET 7)

STAGE 2 IMPROVEMENTS
(SEE SHEET 8)

STAGE 0 IMPROVEMENTS
(SEE SHEET 6)

4,000 SCFM LOW EMISSION FLARE WITH 200HP COMBUSTION AIR BLOWER (TYP.)

ENVIRONMENTAL CONSULTANTS
SCS ENGINEERS
FRANK R. BOWERMAN LANDFILL
COUNTY OF ORANGE
01/20/2011

SS SV
SS SV
N/FS/PROJECT
08-13-2021 STAGE 3 IMPROVEMENTS

COUNTY OF ORANGE
ORANGE COUNTY WASTE AND RECYCLING

1"=30'

FIGURE 6
TREATED LFG
2,000 SCFM
H2S @0PPM

LANDFILL GAS FROM
THE WELL FIELD
BL-1 (100HP)
ENGINE/GENERATOR SYSTEM
BOWERMAN POWER PLANT
OCWR FLARE FACILITY
6,000 SCFM
BL-2 (100HP)
BL-3 (75HP)
BL-4 (75HP)
BL-5 (75HP)
BL-6 (75HP)
BL-111
BL-112
BC-6
FLR6-597
4,000 SCFM
FLR4-597
1,700 SCFM
FLR1-597
1,700 SCFM
FLR2-597
1,700 SCFM
FLR3-597
1,700 SCFM
FLR5-597
4,200 SCFM

DISCHARGE PRESSURE CONTROL (2 PSI)
1/2"
FA-100
PRECOOLING & H2S
REMOVAL
SYSTEM
REFRIGERATION
SYSTEM
SILOXANE
REMOVAL
SYSTEM
POLISHING
SYSTEM

MANUAL VALVES SET AT EACH
FLARE TO ACHIEVE DESIRED
FLOW AT 2 PSI MANIFOLD
PRESSURE
SET TO -60" W.C.
AT PIT 100
12" F.C.
24" R
101
PIT
100
FT
100
SOV
100
FCV
100
FE
VFD
VFD
VFD
VFD
VFD
BLENDING VALVE TO
ACHIEVE DESIRED INLET
H2S CONCENTRATION
UNTREATED LFG
2,000 SCFM
H2S @85PPM

100
PIT
24"24"
(48"X24")
FLOWRATE:
9,000 SCFM
HV-101 42"
42"
(48"X24")
FLOWRATE:
9,000 SCFM
HV-102 42"24"24"
HV-103 42"
HV-104
HV-105
HV-106
HV-107
HV-108
HV-109
HV-110
HV-111
HV-112

LEGEND
LIFE FLOW
WASTE GAS FLOW
CONDENSATE DRAINFLOW (VISBLE)
CONDENSATE DRAINFLOW (VISABLE)
BOWERMAN POWER TRAP BOOSTER
BLOWERS
EXISTING FLARES
FUTURE LOW NOX FLARE 200 HP AIR
COMBUSTION BLOWERS
FUTURE 4,000 SCFM LOW NOX FLARE
INSTALL & UPGRADES
FUTURE VALVE
FUTURE PIPE

ENVIRONMENTAL CONSULTANTS
SCS ENGINEERS
FRANK R. BOWERMAN LANDFILL
COUNTY OF ORANGE
01201114.06

FIGURE 8
Attachment B
Appendix B

Conceptual ROM Cost Estimates
### Frank R. Bowerman Landfill
#### Conceptual Cost Estimate Final System

<table>
<thead>
<tr>
<th>Year Needed</th>
<th>Item</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Comments</th>
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<td>2021 - 2023</td>
<td>Electrical Upgrades</td>
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<td>1</td>
<td>$1,025,000</td>
<td>$1,025,000</td>
<td>Based on FIS Report Dated August 31, 2021</td>
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<tr>
<td>2021 - 2023</td>
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<tr>
<td>2021 - 2023</td>
<td>42-inch SDR17 LFG header pipe</td>
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<tr>
<td>2021 - 2023</td>
<td>42-inch Valves</td>
<td>EA</td>
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<tr>
<td>2021 - 2023</td>
<td>36’ Dual Contained Condensate Sump</td>
<td>EA</td>
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<tr>
<td>2021 - 2023</td>
<td>Tie-Ins</td>
<td>LS</td>
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<tr>
<td>2021 - 2023</td>
<td>Site Work/Concrete V-ditch/Paving</td>
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<td>Forcemain</td>
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<tr>
<td>2021 - 2023</td>
<td>Sewer/Septic Modifications and Improvements</td>
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<tr>
<td>2021 - 2023</td>
<td>Mobilization/Miscellaneous</td>
<td>LS</td>
<td>1</td>
<td>$25,000</td>
<td>$25,000</td>
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</tbody>
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**Subtotal** $1,172,050 Revised to include Engineering in Subtotal

#### Stage 0

**Header Install**

- Flare 5 Flow Control Valve Installation: LS 1 $60,000 $60,000
- PIT 100 Installation: LS 1 $10,000 $10,000
- Electrical/Startup/SCADA/Integration: LS 1 $50,000 $50,000

**Subtotal** $120,000

#### Flare Installation

- Engineering: LS 1 $100,000 $100,000
- Building Permitting: LS 1 $35,000 $35,000
- 4,000 scfm Low Nox PEI Flare: LS 1 $835,375 $835,375 $650K + tax/Shipping, Spare Parts and PEI Startup
- Foundations and Grading: LS 1 $75,000 $75,000
- Set Flare and Installation of Loose Equipment: LS 1 $50,000 $50,000
- Piping and Valving: LS 1 $75,000 $75,000
- Electrical: LS 1 $100,000 $100,000
- Inspection/Testing: LS 1 $40,000 $40,000
- Startup/SCADA/Integration: LS 1 $80,000 $80,000

**Subtotal** $1,390,375
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<tr>
<th>Project Description</th>
<th>LS</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<td>Engineering/Design</td>
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<td>$50,000</td>
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<tr>
<td>Interim H2S Treatment Skid</td>
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<td>$400k + tax/Shipping and media</td>
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<td>Foundations and Grading</td>
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<td>Piping and Valving</td>
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<td>H2S (Existing LFGTE Treatment System Option)</td>
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<td>Blower Skid</td>
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<td>10K SCFM Blower Skid</td>
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<td></td>
<td>Demo/Modify connections Old Blower 1-4 for redundancy</td>
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Stage 1 Subtotal: $7,610,925
Stage 1 Subtotal with 15% Contingency: $8,752,564

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Stage 2 Subtotal: $4,753,338
Stage 2 Subtotal with 15% Contingency: $5,466,338

H2S (Integrated Treatment Skid)

Stage 1 H2S (Integrated Treatment Skid Subtotal: $7,610,925
Stage 1 H2S (Integrated Treatment Skid Subtotal with 15% Contingency: $8,752,564
Stage 2 H2S (Integrated Treatment Skid Subtotal: $4,753,338
Stage 2 H2S (Integrated Treatment Skid Subtotal with 15% Contingency: $5,466,338

---

**Note:** The above table details the costs and descriptions for various construction and modification tasks related to Stage 1 and Stage 2 of the project. The costs include engineering, design, permitting, Blower Skid, foundation, electrical, piping, and flare station installation, among other tasks. The costs are presented in two phases, 2024-2025 and 2026-2033, with contingency calculations included for each stage.
### 2034 - BP Agreement Termination Year

#### Stage 3

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**Subtotal** $5,989,818

Subtotal with 15% Contingency $6,888,290

Estimated Total Flare Station Improvements All Years w/ 15% Contingency $25,931,131

**Notes:**

1. Based on schedule provided in Master Plan PDR, dated March 2021
Attachment A

Exhibit G

Landfill Gas Generation Rate Table
Frank R. Bowerman Landfill
Revision 10-07-11 and as amended from time to time
Attachment B

Page 83 of 118


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<th>Code</th>
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<th>Lo</th>
<th>( R )</th>
<th>( k )</th>
<th>C</th>
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Notes:

1. Use EPA Model:

\[ \text{LFG Generated} = 2^*\text{Lo}^*\text{R}^*\exp(-\text{kc})-\exp(-\text{kt}) \]

Lo = potential methane generation capacity = 4411 SCF of CH4/Ton
\( \text{R} \) = average annual refuse acceptance rate, Mg/yr
k = methane generation rate constant = 0.025
c = time since landfill closure, yr (= 0 for active landfills)
t = time since initial refuse placement, yr
scfm = standard cubic ft per minute
ATTACHMENT C

Frank R. Bowerman Landfill
Landfill Gas Flare Station
Future Electrical Service Requirements 2021
Frank’s Industrial Services
Updated September 24, 2021
Frank Bowerman Landfill
Landfill Gas Flare Station
Future Electrical Service Requirements 2021
Updated September, 2021

Prepared by
Frank’s Industrial Services, Inc.
1426 W. 259th St.
Harbor City, CA 90710
(310) 539-7827
Existing Switchgear

The Frank Bowerman Landfill Flare Station is fed by a 277/480V, 800A, NEMA 3R switchgear. That service has been in service since approximately 1992. The original connected load was so low that the original current transformers (CTs) were only rated for 200 amps with a ratio of 200:5. As the site added additional loads over the years, the original materials installed by Southern California Edison (SCE) were overloaded. In the last year, SCE replaced the pole mounted transformers, pulled new conductors from the pole to the switchboard and increased the CTs to 600:5. The connected load on the switchgear is well over the 80% loading permitted for new installations. However, after looking at one year’s worth of billing, we were able to determine that the peak demand was only 443 amps. This allowed the site to increase two blowers from 75 hp to 100 hp. However, the switchgear is in poor condition and it has reached its capacity for additional loads. Attachment 1 is a single line diagram of the existing flare station and its connected loads. The total connected load for the existing service is 748 amps at 480V.

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Table 1: Existing Service Peak Demand History

Flare 6 Electrical Requirement

With increasing production of landfill gas at FRB, the installation of a new Flare 6 is a necessity. In order to meet the low NOx air quality standard, the flare requires the use of a 200 hp combustion air blower. That new load exceeds the capacity of the existing 800A service. It will be supplied power, via a new 400A circuit breaker, installed in the production facility’s 5,000A, 480V switchgear. Attachment 2 shows the single line diagram of the production facility’s 5,000A switchgear and the addition of the Flare 6 control panel which powers the 200 hp combustion air blower.

During the permitting process of the new flare, a new requirement from SCAQMD, required an additional 100 hp blower for an H2S removal system. We considered the installation of a 200A circuit breaker in either Distribution Panel 1 (DP1) or Distribution Panel 2 (DP2) of the production facility. Those
are also shown on the single line diagram in Attachment 2 and are fed by 1,200A Trip, 1,600A Frame circuit breakers in Switchgear 4. The connected load of DP1 is 1,240 amps and the connected load of DP2 is 1,071 amps. Their load schedules are attached as Attachments 3 and 4. We performed 14-day load studies on each panelboard to determine actual peak demand. Adding a circuit breaker to one of these panelboards is less expensive and less time consuming than adding an additional circuit breaker to Switchgear 4. The single line diagrams for DP1 (Attachment 5) and DP2 (Attachment 6) are attached.

The results of the load studies on distribution panels DP1 (Attachment 7) and DP2 (Attachment 8) in the switchgear room for the Montauk power generation facility at the FRB Landfill. Both panels were monitored for two weeks each. Both distribution panels are rated at 1,200 amps. DP1 average load varied between 259 and 296 amps per phase. The peak demand varied between 659 and 740 amps per phase. The 740 amps is the worst case load of the connected load for DP1. DP2 average load varied between 308 and 330 amps per phase. The peak demand varied between 658 and 677 amps per phase. The 677 amps is the worst case load of the connected load for DP2.

The 100 hp blower is rated for 124 amps. We attribute 125% worst case condition, which would be 155 amps. If we added that new load to the peak demand load of DP2, the worst case scenario is 832 amp load on DP2. That is 69.3% of the 1,200 amp rating of the distribution panel. This is allowed per the NEC.

The decision has been made to supply power to the 100 hp H2S removal blower by adding a 200A fused disconnect switch at the existing 800A MCC. The revised single line diagram is Attachment 9.

The long term SCAQMD requirement for H2S removal will be addressed by a removal system on the inlet side of the LFG blowers, which will remove the requirement for booster blowers.

The production facility has a separate connection to Southern California Edison. The overall single line diagram of the production facility is attached as Attachment 10. Attachment 11 is an aerial photo of the facility showing the location of the various switchgear in relation to the flare station.

New Service For Future Loads

Due to the increased landfill gas production expected in the future, FRB must try to accommodate significant new motor loads that cannot be supplied by the existing service. The site is planning to replace existing landfill gas blowers with (8) 300 hp landfill gas blowers. The site is also planning to install larger SCFM, low NOx flares that will also require (6) 200 hp, combustion air blowers. There is also the possibility of a new RNG facility which could have a connected load of 4,000 hp at 5,000 amps at 480V.

All of these loads at 480V, add up to connected load of approximately 10,000 amps (Load Schedule spreadsheet in Attachment 12). This is too many amps for a service entrance. Southern California Edison provides electrical power to the site at a distribution voltage of 15 kV. We are recommending the installation of a new, 1,200A, 15 kV switchboard which could supply power to existing loads and any future loads with feeder breakers and stepdown transformers to reduce the voltage to 480V. A preliminary single line diagram for the medium voltage switchgear, stepdown transformers, and 480V switchgear and/or motor control centers is attached as Attachment 13. A specification for the medium voltage switchgear is attached as Attachment 14. Attachment 15 is a preliminary drawing showing the dimensions of the medium voltage switchgear. It is approximately 24’-6” wide, 8’-2” deep and 8’-9” tall.
When the new service is installed, it will have a feeder breaker to feed a 1 MW stepdown transformer. This will supply 480V power to a new 1,600A switchgear to feed existing loads as well as the control panel for Flare #6 which powers the 200 hp combustion air blower. A drawing of this switchboard is in Attachment 16. Technical specifications for the switchboard and a Mini Power Center for 120/240V loads is in Attachment 17.

A revised final cost estimate for the new service and succeeding Stages is attached as Attachment 16.

The proposed location of the new service for the flare station and future RNG facility are going to require the relocation of an existing septic system. The septic system layout and details are attached as Attachments 19 and 20 respectively.

An overall layout and design of the future switchgear, transformers and motor control centers is recommended. Submission of design drawings to SCE is required to verify that they can accommodate the site’s future needs and overall planning. The flare station electrical service design has to be coordinated with the other meters on the site which need to be consolidated into one service for the site.
## FRB Landfill LFGTE Facility
### Panelboard DP1 Load Schedule

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## FRB Landfill Flare Station 12 kV Service Entrance
### Stage 1 480V Load Schedule 2024-2025

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<td>200</td>
<td>240</td>
</tr>
<tr>
<td>Flare 1A Combustion Air Blower</td>
<td>200</td>
<td>240</td>
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<tr>
<td>Flare 2A Combustion Air Blower</td>
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<tr>
<td>Flare 3A Combustion Air Blower</td>
<td>200</td>
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</tr>
<tr>
<td>Flare 4A Combustion Air Blower</td>
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<td>240</td>
</tr>
<tr>
<td>Flare 5A Combustion Air Blower</td>
<td>200</td>
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</tr>
<tr>
<td>Flare 7 Combustion Air Blower</td>
<td>200</td>
<td>240</td>
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<tr>
<td>15 kVA Transformer</td>
<td>15</td>
<td>18</td>
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<tr>
<td>15 kVA Transformer (Trailer)</td>
<td>15</td>
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<tr>
<td>30 kVA Transformer (Trailer)</td>
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<td>RNG Facility</td>
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<td>Subtotal Connected Load</td>
<td>9,845</td>
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<tr>
<td>25% of largest motor FLA</td>
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<tr>
<td>Total Connected Load</td>
<td>9,935</td>
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## FRB Landfill Gas Flare Station
### Electrical ROM Cost Estimate

<table>
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<tr>
<th>Item</th>
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<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tr>
<td>Engineering</td>
<td>LS</td>
<td>1</td>
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<td>Medium Voltage Switchgear</td>
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<td>1 MVA Transformer</td>
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<td>480V, 1,600A Switchboard, 15 kVA Mini Power Center</td>
<td>EA</td>
<td>1</td>
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<td>Conduit, wire, misc. fittings</td>
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<td>Labor</td>
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<td>Electrical Upgrades</td>
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<tr>
<td><strong>Stage 0</strong></td>
<td></td>
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<tr>
<td><strong>Flare Installation</strong></td>
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<tr>
<td><strong>Stage 1</strong></td>
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<td></td>
<td></td>
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<tr>
<td>10K Blower Skid</td>
<td>LS</td>
<td>1</td>
<td>$300,000</td>
<td>$300,000</td>
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<tr>
<td><strong>Stage 2</strong></td>
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<td>10K Blower Skid</td>
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<td>$200,000</td>
<td>$200,000</td>
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<tr>
<td><strong>Stage 3</strong></td>
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<tr>
<td>10K Blower Skid</td>
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<td><strong>Total Electrical Improvements ROM Cost Estimate All Stages</strong></td>
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<td></td>
<td>$1,725,000</td>
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</table>
# Switchboard General Information

**Pow-R-Line Xpert - Specifications**

- **Quantity:** 1
- **Alignment:** Front Access/ Front and Rear Align
- **Service:** 480Y/277V 3-Phase 4-Wire
  - **Minimum Interrupt Rating:** 65 kA

## Bus Specifications

- **Bus Amps:** 1600
- **Neutral Amps:** 1600
- **Bus Material:** Copper
- **Bus Bracing Rating:** 65kA
- **Ground Bus Material:** Copper Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

## Bus Bracing Rating: 65kA

- **Heat Test**

## Ground Bus Material: Copper Ground Bus Bolted To Frame, (1) #6-350 kcmil Ground Lug

## Incoming Information

- **Incoming Entry:** Bottom
- **Incoming Location:** Left
- **Incoming Qty & Size:** Terminals, Mechanical, (5) #4-500 kcmil, Bottom

## Structure Specifications

- **Non Service Entrance**
- **Enclosure Type:** Type 3R (nonwalk-in) Flat Roof
- **Enclosure:** Outdoor Enclosure Configuration Per Euserc Dwg 354
- **Seismic Label (IBC/CBC Seismic Qualified) - Freestanding**
  - Refer to seismic installation data sheet TD01508002E and drawing 1A32497 for details.

## Special Notes

<table>
<thead>
<tr>
<th>Qty Description</th>
<th>Catalog Number</th>
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<tbody>
<tr>
<td>Struct #</td>
<td>Description/Modifications</td>
</tr>
<tr>
<td>1</td>
<td>Bottom incoming chassis mounted main device (Incoming Main Device/MLO Section)</td>
</tr>
</tbody>
</table>

---

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

---

**Eaton**

**SumterSC**

**FRB Landfill**

1600A SWITCHBOARD

**Designation**

- **Version:** 9.0.30.1
- **Type:** Switchboards
- **Drawing Type:** CustAppr

**Revised by:**

- **Date:** 9/1/2021
- **Job Name:** FRB Landfill
- **Designation:** Switchboards

**Item:** DwgA

**Sheet:** 1 of 4
**Front View**

- **Struct**: 1
- **Depth**: 24
- **Width**: 45

**Power Flow**

**Floor Plan Rear**

<table>
<thead>
<tr>
<th>Structure</th>
<th>Ship-_inches</th>
<th>Ship-MM</th>
<th>Width-_inches</th>
<th>Width-MM</th>
<th>Depth(Inner)-In.</th>
<th>Depth(Inner)-MM</th>
<th>Depth(Outer)-In.</th>
<th>Depth(Outer)-MM</th>
<th>Height-_inches</th>
<th>Height-MM</th>
<th>Weight-Lbs.(Est.)</th>
<th>Weight-Kg.(Est.)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>45.00</td>
<td>1143</td>
<td>45.00</td>
<td>1143</td>
<td>24.00</td>
<td>609</td>
<td>37.00</td>
<td>939</td>
<td>90.00</td>
<td>2286</td>
<td>838</td>
<td>380</td>
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</tbody>
</table>

Total of 1 Structures, Total Weight of 838 Weight-Lbs. with Front Hinged Doors.

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.
### Switchboard Units Information

<table>
<thead>
<tr>
<th>Str#</th>
<th>Unit</th>
<th>Description/Modifications</th>
<th>Nameplate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Feeder Breaker - Chassis Mtd-400A, 3P Frame 3 Branch Breaker [400A Frame], Trip 400A., Thermal Mag Terminals, Mechanical, (1) 2/0-500 kcmil Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #4-500 kcmil</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>Feeder Breaker - Chassis Mtd-3P Frame 3 Provision, PROVISIONS FOR BREAKER ONLY, Trip 400A. Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #4-500 kcmil</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>Feeder Breaker - Chassis Mtd-40A, 3P Frame 2 Branch Breaker [225A Frame], Trip 40A., Thermal Mag Terminals, Mechanical, (1) #14-1/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #14-1/0</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4</td>
<td>Feeder Breaker - Chassis Mtd-20A, 3P Frame 2 Branch Breaker [225A Frame], Trip 20A., Thermal Mag Terminals, Mechanical, (1) #14-10 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #14-10</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>Feeder Breaker - Chassis Mtd-60A, 3P Frame 2 Branch Breaker [225A Frame], Trip 60A., Thermal Mag Terminals, Mechanical, (1) #14-1/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #14-1/0</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>6</td>
<td>Feeder Breaker - Chassis Mtd-40A, 3P Frame 2 Branch Breaker [225A Frame], Trip 40A., Thermal Mag Terminals, Mechanical, (1) #14-1/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #14-1/0</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>Feeder Breaker - Chassis Mtd-200A, 3P Frame 2 Branch Breaker [225A Frame], Trip 200A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #6-350 kcmil</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>8</td>
<td>Feeder Breaker - Chassis Mtd-200A, 3P Frame 2 Branch Breaker [225A Frame], Trip 200A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #6-350 kcmil</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>9</td>
<td>Feeder Breaker - Chassis Mtd-200A, 3P Frame 2 Branch Breaker [225A Frame], Trip 200A., Thermal Mag Terminals, Mechanical, (1) #4-4/0 Lockoff devices: Padlockable Hasp Neutral Terminal, (1) #6-350 kcmil</td>
<td></td>
</tr>
</tbody>
</table>
10. Feeder Breaker - Chassis Mtd-200A, 3P Frame 2 Branch Breaker [225A Frame], Trip 200A., Thermal Mag
Terminals, Mechanical, (1) #4-4/0
Lockoff devices: Padlockable Hasp
Neutral Terminal, (1) #6-350 kcmil

11. Feeder Breaker - Chassis Mtd-250A, 3P Frame 3 Branch Breaker [400A Frame], Trip 250A., Thermal Mag
Terminals, Mechanical, (1) 2/0-500 kcmil
Lockoff devices: Padlockable Hasp
Neutral Terminal, (1) #4-500 kcmil

12. Feeder Breaker - Chassis Mtd-250A, 3P Frame 3 Branch Breaker [400A Frame], Trip 250A., Thermal Mag
Terminals, Mechanical, (1) 2/0-500 kcmil
Lockoff devices: Padlockable Hasp
Neutral Terminal, (1) #4-500 kcmil

13. Main Breaker - Chassis Mtd-1600A, 3P Frame 6 Branch Breaker, [1600A Frame], Trip 1600A.,
PXR20 LSIG/A w/ ARMS, LSIG + ARMS
ARMS Operation - Local using breaker interface
Terminals, Mechanical, (5) #4-500 kcmil, Bottom
Lockoff devices: Padlockable Hasp
Neutral Terminal, (5) #4-500 kcmil
ANNEX II

RNG FACILITY SITE
EARTHWORK ESTIMATES
CUT: 0 CY
FILL: 313,000 CY
NET: 313,500 CY (FILL)

FRANK R. BOWERMAN
LANDFILL
CONCEPTUAL RNG FACILITY PAD
GRADING

DRAWING NAME: C:\Users\OCwrJYeung\OneDrive - County of Orange\Documents\Projects\RNG\CAD\FRB Pad 3.dwg
Date: 06-20-2023
To: Robin Stieler, Clerk of the Board
From: Supervisor Doug Chaffee, Fourth District
Subject: Addition of Supplemental Agenda Item – Legislative Platform

Please include a supplemental agenda item to approve adding a new policy statement to the OC Legislative Platform.

Please insert the following statement to 2023-24 County of Orange Legislative Platform under Infrastructure and Environmental Resources section, Page 33,

ISSUE: High Speed Rail

SUMMARY/ACTION ITEM: Oppose ongoing and any additional state or federal funding for the California High Speed Rail Project. Redirect funding to local infrastructure projects and/or help balance the state budget.

DEPARTMENT: County Executive Office
STATE/FEDERAL: State/Federal

Please see attached research
Executive Summary

The initial idea of building a high-speed railway in California began in 1981 but was not set in motion until the creation of the California High Speed Rail Authority (HSR) in 1994. The passing of Proposition 1A in 2008 by the voters allowed for government bonds to be used for the building in the railway and allow for design and building for the project to officially begin.

Currently the railway is in development and construction in the California Central Valley. In total, 422 miles has gotten environmental clearance for development, but the Los Angeles to Anaheim corridor, is still in the draft stages of its EIR/EIS; suspected final in December 2025. Northern and Southern California will not see construction until after 2030, only if funding is obtained.

This project has been highly flouted for its various benefits for decreasing carbon emissions, helping travel congestion in California, increase economic growth and bring communities together. While the agency promotes the benefits of the project, there has been little progress in the construction of the railway for these benefits to be felt by California residents.

Current project expenditures are at 10 billion dollars with California paying for 85 percent and the Federal government paying for 15 percent. The legislature would be more supportive if the Federal government can promise more funds in the future and change the funding separation to 65 and 35 respectively. Even with the push by the HSR for more funding from the Federal governments through permanent grant allocations, funding has still not been acquired past 2030. There is only 13-15 billion dollars remaining, but the projected costs for the entire project are estimated at 88 to 128 billion dollars and the OC corridor will range from 31 to 52 billion dollars. OC stations will be in Fullerton and Anaheim, using the existing Amtrak/Metrolink stations to house the high-speed rail.

Background

- In 2020 the HSR board approved the environmental documents for the Fresno to Bakersfield project section allowing for the beginning of clearance of 171 miles of the railway system
- The Authority has 119 miles of active construction in the Central Valley with dozens of active construction sites, with the line from Merced to Fresno to Bakersfield going through the first round of construction.
- While design work for construction in the Central Valley is fully complete, construction has been slowed down due to supply chain issues from the pandemic, rising interest rates, inflation, problems with construction (rerouting public utilities lines), and flooding in the past year in the central valley.
- The Authority has acquired 96% of the right-of-way parcels needed for construction in the Central Valley.
• Several active environmental litigation cases over the California Environmental Quality Act have slowed down the central valley development.
• The CA state legislature approved for an Inspector General to do an audit of the HRSA in 2022.
• When complete, the High-Speed Rail will carry an estimated 31 million riders annually.
  o Ridership is forecasted to be down by 25% due to pandemic effects on public transportation usage.

Funding

• Total Expenditures to date have been over 10 billion dollars.
• The HSRA is looking for an additional eight billion dollars in funding through the Bipartisan Infrastructure Law and hopes for a future permanent annual grant allocation by the federal government.
• Phase 1 Project Development Section for the Los Angeles to Anaheim Corridor has a cost of 71,336,750 from the total FY2006-2007 to FY 2021-22 with an additional 2,426,118 dollars for FY2022-23 (July-March) expenditures totaling over 73 million dollars to date.
• Funding for the Bay Area or Southern California area has not been acquired, only funded allocated and being used is for central valley.
• Federal
  o FRA ARRA and FY 10 Grants and EPA Brownfields Grant
    ▪ 2.55 billion in ARRA grant funds
      • Used for the initial construction in central valley and engineering/environmental reviews for the 500-mile phase 1.
      • 929 million of FY10 Grant for construction and electrification in the central valley
        o Will be used in 2024.
      • Six hundred thousand in brownfield grants through the US EPA
        o Cleanup and community involvement activities around LA Union Station
  o Bipartisan Infrastructure Law (BIL)
    ▪ In 2021 and 2022, the Authority received $49 million in funding from two Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants. Initial $24 million for state route 46 given and later $25 million for the Merced extension segment.
    ▪ The Authority has submitted 6 grant applications, pending federal decisions, and plan to submit multiple federal grant applications over the 5-year BIL program with a total award target of about $8.0 billion.
      • Would cover the central valley cost and allow for the Bay Area and Los Angeles/Anaheim designs cost to be covered.
      • Competitive grants eligible for:
- Federal-State Partnership for Intercity passenger rail grants (F-S PIPR); Consolidated Rail Infrastructure and safety improvements (CRISI); National Infrastructure Project Assistance Program (NIPA); Local and Regional Project Assistance Program (L&R) (RAISE Grants); Nationally Significant Multi-modal freight and highway projects (NFRA Grants); The Federal railroad administration railroad crossing elimination program.

- If granted the estimated eight billion dollars, it would change the California/Federal contribution structure to 65 to 35 percent versus the current 85 to 15 percent.

- The Authority is proposing to construct Merced and Bakersfield in phases as federal funding is awarded.

- **State**
  - Proposition 1A
    - In 2008, voters approved Proposition 1A, which provided a total of $9.95 billion for high-speed rail planning and construction, along with regional connectivity projects. Of the total, $9 billion of the proceeds are being or will be used to build the high-speed rail system.
    - 2012, 3.7 billion was appropriated for Central Valley, Caltrain electrification in Northern California and the Links US and Rosecrans/Marquardt Grade Separation Projects
    - 1.1 billion for administrative and project development costs
    - appropriation of the remaining $4.2 billion in Proposition 1A funds in 2022 through AB Bill 180 and Senate Bill 198
  - Cap and Trade funds
    - Twenty-five percent of the total annual cap and trade funds is allocated to the high-speed rail.
    - Last four auctions (February 2022, May 2022, August 2022, November 2022) equated to 962 million in total revenue for the High-Speed Rail

- **2023-2024 CA budget May revision for transportation**
  - $5.65 billion for high-priority transit and rail infrastructure projects that will improve rail and transit connectivity between state and local/regional services that are designed to reduce traffic congestion and greenhouse gas production.
  - $4.2 billion for the High-Speed Rail Authority to continue building the 119-mile Central Valley Segment from Madera to just north of Bakersfield.
  - $1.4 billion for Active Transportation Program projects, the Highways to Boulevards Pilot, and bicycle and pedestrian safety projects.
  - $1.2 billion for projects that improve goods movement on rail and roadways at port terminals.
- $350 million for grade separation projects
  - While funding currently has only been through the federal and state government, there are plans to gather private sector investment for the future.

Future Plans

- Plan is to have all environmental documents for the 500-mile system connecting San Francisco and Anaheim complete by 2025.
- By 2028, complete design and begin train testing of the initial 119 mile between Madera and Poplar Avenue.
- Between 2030 and 2033 begin high speed passenger service between Merced, Fresno, and Bakersfield. Additionally, get 30% of the design done by 2030 for the Northern and Southern California sections so construction can start when funding is stabilized.

Concerns:

- Should have secured all funding before construction as recommended by the CA LAO office in 2012.
- Too much funding is needed with little foresight that the appropriate amount will ever be acquired.
- The suspected ridership has gone down by 25% in the most recent report, and the main highlight for the project, transportation from the Bay Area to Southern California, will be constructed last.
- Need to reform the National Environmental Policy Act regarding high-speed rail.
- Instead of following Interstate 5, the train would travel through the cities on the east side — more passengers, but also more delays, more complications over acquiring land, more environmental problems.
- A lot of decisions about where the railway and stations would be placed were made in part from lobbyist pressure, and political decisions, rather than engineering and cost efficiency.

Exhibit 3.0: Currently Available, Authorized and Future Funding

Total Authorized and Target Future Funds

*Totals may not sum due to independent rounding
**Legislative Analyst's Office (LAO) December 2021 C&T Revenue Base Case Forecast FY22-23 less "off the top" reductions
***Portion of future C&T revenues may be used to fund admin support activities
****Portion of Prop 1A may be used to fund admin support activities

Table 3.0: Summary of Total Funding Available and Total Funds Expended as of November 30, 2022 ($ in Billions)

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<thead>
<tr>
<th>Funding Source</th>
<th>Total Funding A</th>
<th>Total Expended* B</th>
<th>Total Remaining**</th>
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<td><strong>Federal Funds</strong></td>
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<td>2.1</td>
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<td>ARRA Grant – Planning</td>
<td>0.5</td>
<td>0.5</td>
<td>0.0</td>
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<tr>
<td>FY10 Grant + Brownfields Grant + RAISE Grants</td>
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<td>1.0</td>
<td>1.0</td>
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<td><strong>State Funds</strong></td>
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<td>Proposition 1A Project Development</td>
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<td>0.6</td>
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<td>Proposition 1A Central Valley Segment Construction</td>
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<td>Proposition 1A Bookends</td>
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<td>Cap-and-Trade Received through November 2022</td>
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<td>Subtotal</td>
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<td>7.6</td>
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<td>Future Cap-and-Trade***</td>
<td>6.0 to 7.7</td>
<td>0.0</td>
<td>6.0 to 7.7</td>
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<td><strong>Total</strong></td>
<td>23.5 to 25.2</td>
<td>9.9</td>
<td>13.6 to 15.3</td>
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</table>

Note: Totals may not sum due to independent rounding
*Excludes administration and other state operations expenditures
**A portion of this funding may be directed to administration and state operations
***Future Cap-and-Trade funding assumes a low of 50.75 billion to a LAO Base of about $1 billion per year from February 2023 to December 2030 (8 years)
**Total Project Expenditures**

<table>
<thead>
<tr>
<th>Program Category</th>
<th>Expenditures to Date ($ in millions)</th>
<th>Percentage of Total Expenditures</th>
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<tbody>
<tr>
<td>Construction</td>
<td>$8,158</td>
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<td>Project Development</td>
<td>$1,395</td>
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<td>Local Assistance</td>
<td>$640</td>
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<td>Support Funding – Project Delivery</td>
<td>$124</td>
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<tr>
<td>Support Funding – Construction</td>
<td>$115</td>
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<tr>
<td>Administration</td>
<td>$192</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$10,624.1</strong></td>
<td><strong>100%</strong></td>
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San Francisco to Los Angeles / Anaheim Phase I Costs

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<th>Scope Element</th>
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<tbody>
<tr>
<td></td>
<td>Phase I Program</td>
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<tr>
<td>Merced to Bakersfield</td>
<td>29,833</td>
<td>31,497</td>
<td>32,976</td>
</tr>
<tr>
<td>Northern California</td>
<td>21,180</td>
<td>27,865</td>
<td>35,514</td>
</tr>
<tr>
<td>Southern California</td>
<td>31,908</td>
<td>40,650</td>
<td>52,807</td>
</tr>
<tr>
<td>Program Wide</td>
<td>5,624</td>
<td>6,151</td>
<td>6,636</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>88,545</strong></td>
<td><strong>106,163</strong></td>
<td><strong>127,933</strong></td>
</tr>
</tbody>
</table>

(Dollars in millions)

*Includes Project Development and Bookend Investments already budgeted for these segments

***As of the May 2023 Report presented to their finance and audit committee at the HSRA

<table>
<thead>
<tr>
<th><strong>APPLICATIONS SUBMITTED/PENDING AWARD NOTIFICATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Railroad Crossing Elimination</td>
</tr>
<tr>
<td>Application Submitted October 11, 2022</td>
</tr>
<tr>
<td>$67M (Grant Request) $84M (Total Project Cost)</td>
</tr>
<tr>
<td>Six Grade Separations</td>
</tr>
<tr>
<td>• Construct 2 grade separations</td>
</tr>
<tr>
<td>• Complete design and ROW for 4 grade separations</td>
</tr>
<tr>
<td>• Continue “Central Valley Training Center” funding</td>
</tr>
<tr>
<td>CRISI</td>
</tr>
<tr>
<td>Applications (2) Submitted December 1, 2022</td>
</tr>
<tr>
<td>$233M (Grant Request) $292M (Total Project Cost)</td>
</tr>
<tr>
<td>$2M (Grant Request) $3M (Total Project Cost)</td>
</tr>
<tr>
<td>Six Grade Separations</td>
</tr>
<tr>
<td>• Construct 6 grade separations</td>
</tr>
<tr>
<td>• Central Valley Training Center</td>
</tr>
<tr>
<td>• Continue “Central Valley Training Center” funding</td>
</tr>
<tr>
<td>RAISE</td>
</tr>
<tr>
<td>Application Submitted February 27, 2023</td>
</tr>
<tr>
<td>$25M (Grant Request) $33.2M (Total Project Cost)</td>
</tr>
<tr>
<td>Fresno Station Historic Depot</td>
</tr>
<tr>
<td>• Enhance future Fresno HSR Station</td>
</tr>
<tr>
<td>Federal/State Partnership</td>
</tr>
<tr>
<td>Applications (2) Submitted April 20, 2023</td>
</tr>
<tr>
<td>$2.83B (Grant Request) $3.53B (Total Project Cost)</td>
</tr>
<tr>
<td>Also requested a multi-year Phased Funding Agreement</td>
</tr>
<tr>
<td>Inaugural High-Speed Service</td>
</tr>
<tr>
<td>• Procure 6 Trainsets</td>
</tr>
<tr>
<td>• Construct 2nd Track</td>
</tr>
<tr>
<td>• Construct Fresno Station</td>
</tr>
<tr>
<td>• Complete Final Design, ROW, and Utility Relocation on M&amp;B Extensions</td>
</tr>
<tr>
<td>$194M (Grant Request) $242M (Total Project Cost)</td>
</tr>
<tr>
<td>Advance Design/Geotech Studies</td>
</tr>
<tr>
<td>• San Jose to Merced</td>
</tr>
<tr>
<td>• Bakersfield to Palmdale</td>
</tr>
</tbody>
</table>

*** Current Grant Applications stated in the May CEO Report
To: Robin Stieler, Clerk of the Board
From: Vice Chairman Andrew Do, 1st District
Date: 06/22/23

RE: Add Supplemental Item to June 27, 2023 Board Meeting Agenda – Appointment of Dr. Reza Karkia, Campaign Finance and Ethics Commission

Please place a supplemental item on the June 27, 2023 Board of Supervisors agenda to appoint Dr. Reza Karkia, to the Campaign Finance and Ethics Commission, for a three-year term 6/27/23 – 6/26/26. Dr. Reza Karkia will replace Scott Winchell, whose term expired 3/13/23.

cc: Chris Wangsaporn, Chief of Staff, BOS-1
Valerie Sanchez, Chief Deputy Clerk, COB
APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

Return to:
Clerk of the Board of Supervisors
333 West Santa Ana Blvd., Suite 465
Santa Ana, California 92701
Website: www.ocgov.com/gov/cob/

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMITTEE OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP (SEE LIST AT HTTP://WWW.OCGOV.COM/GOV/COB/BCC/CONTACT):

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☑ First  ☐ Second  ☐ Third  ☐ Fourth  ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:
M. Reza Karkia
First Name  Middle Name  Last Name

Street Address

City  State  Zip

Home Phone Number  Cell Phone Number

CURRENT EMPLOYER: Retired

OCCUPATION/JOB TITLE: N/A

BUSINESS ADDRESS: N/A

BUSINESS PHONE NUMBER: N/A

EMPLOYMENT HISTORY: Please attach a resume to this application and provide any information that would be helpful in evaluating your application.

ARE YOU A CITIZEN OF THE UNITED STATES: ☑ YES  ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☑ YES  ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

Revised Date 02/07/19
LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY

O MIS

FROM (MO./YR.)

03-2015

TO (MO./YR.)

Present

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)?  □ YES  □ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST?  □ YES  □ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETentions THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIAly DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?  □ YES  □ NO

IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

__________________________

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

I believe my past public and private sector experience at all levels of City, County, State will allow me to serve O.C. Community at large.

DATE: 06/05/2023

APPlicants Signature: K

*CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE*
Dr. Reza Karkia served as the president of American Institute of Higher Education Resources (AIHER). He is Emeritus Executive Director of Academic Affairs at California State University, and has more than 39 years’ experience in education, senior management, and leadership. He is an involved and participating community member of Orange County at large in all areas of education, businesses, and constructive politics.

Dr. Karkia has served the State of California under four past Governors’ administration (Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown) as Commissioner, California Council on Criminal Justice (CC CJ). As a ranking member of CCCJ, he has advised the Governor and legislator of the State of California on policy direction to California’s Office of Homeland Security, Board of Correction, and Office of Emergency Services. Within CCCJ Dr. Karkia has served as Chair, California Drug Treatment Task Force & Chairman of California criminal Justice planning bylaw committee.

He also served as Commissioner, California Health Policy and Data Advisory for two terms under Governors Arnold Schwarzenegger and Jerry Brown. “California’s Office of Statewide Health Planning and Development (OSHPD) is the leader in collecting data and disseminating information about California’s healthcare infrastructure. OSHPD promotes an equitably distributed healthcare workforce, and publishes valuable information about healthcare outcomes. OSHPD also monitors the construction, renovation, and seismic safety of hospitals and skilled nursing facilities and provides loan insurance to assist the capital needs of California’s not-for-profit healthcare facilities”.

Designated as “Expert witness” on “Civil Cases”, and is a certified member of Homeland Security, and American College of Forensic Examiners Institute, and

He serves on numerous government committees and boards of directors to help shape policy and form regulation for public and private sectors. He was leading member of State of California’s “Energy Policy Advisory Committee” under Governor Pete Wilson for eight years.

Dr. Karkia served as Chairman of advisory board of School of Management and Public Policy of the California State University, DH, WSCUC Steering Committee Member,

He served as chairman of the Orange County Sheriff Department’s, Advisory Council for ethnic community, and a Professional Services Civilian responder.

Dr. Karkia served on the Advisory Council of 210Orange County, a nonprofit organization serving 34 cities of Orange County.

He is a Trustee-at Large and Consul with The World Affairs Council of Orange County, California.

... continues
Dr. Karkia is a co-author, co-editor, and contributor to “Facilities Management Manual” a handbook for the Higher Education Facilities Officers, American Colleges and Universities. He is well published in National and International levels. He has trained over 10,000 American college & university administrators and graduate students across the nation.

He had budget responsibility of $1.8 billion for CSU Capital Outlay projects, and has managed over $280 million operating budgets annually.

Dr. Karkia is listed in Who’s Who in America in Science & Engineering as well as Finance, and Industry. He was named as the “Energy Engineer of the year” in the state of Pennsylvania.

Served on numerous non-profit Organizations as Member of Board of Directors and member of Advisory Councils including OC 211, MECCA, OMID, and worked on public and private “Grants”.

Gained a strong sense of “Ethnic” related issues of all kinds, by serving as Chairman of the Orange County Sheriff Department’s, Advisory Council for ethnic communities,

**OTHER EDUCATIONAL & PROFESSIONAL SERVICES**

Academe experience includes “Emeritus” Executive Director of Academic Affairs, Executive Director of University Advancement, Executive Director of University Administration, Chairman of Advisory Board of School of Business Administration and Public Policy, California State University, Dominguez Hills. Faculty of Graduate School of Engineering at University of Pittsburgh, Faculty at the American Colleges and Universities Facilities Officers (aka APPA). As high-level administrator at The California State University Chancellor’s office covering all 23 CSU campuses worked and interacted with all levels of faculty, administrators, and senior management, student bodies, various public and private entities, budget, and contract management. Attended joint CSU & UC Systems leadership meetings, and am familiar with the operation of California’s Higher Educational Systems.
MEMORANDUM

TO: Robin Stieler, Clerk of the Board of Supervisors
FROM: Leon J. Page, County Counsel
SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, June 27, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case: Anthony Miller v. County of Orange, WCAB Case: ADJ13600793; ADJ15654222.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Leon Page

LJP:vl

cc: Members of the Board of Supervisors
    Frank Kim, CEO
MEMORANDUM

June 21, 2023

TO:        Robin Stieler, Clerk of the Board of Supervisors
FROM:      Leon J. Page, County Counsel
SUBJECT:   Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, June 27, 2023, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
Name of Case:  Theodore Parks v. County of Orange,
WCAB Case: ADJ15635505.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP

cc: Members of the Board of Supervisors
    Frank Kim, CEO