

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.*

December 19, 2023

CONSENT

2. Revised Title to read:
Chairman Wanger - Orange County HIV Planning Council - Reappoint Homero Beltran, Irvine, Adelmo Chan, Stanton, Cindy "Michelle" Gallardo, Long Beach, Dr. Geeta Gupta, Orange, Fernando Martinez, Fullerton, Dr. Christopher Ried, Fullerton, Ricardo Velasco, Mission Viejo and Dr. Jeffrey Vu, Tustin, for terms ending 12/31/25; and appoint Eder De Leon, Anaheim ~~and Brian DeGeer, Irvine~~, for terms ending 12/31/25
3. Revised Title to read:
Sheriff-Coroner - Adopt resolution authorizing expenditures in the amount of ~~\$35,000~~ \$50,000 annually to provide appreciation certificates, letters, plaques, awards, meals and refreshments to volunteers at Sheriff-Coroner Department's Special Operations Division Volunteer Recognition events *and trainings*; and make related findings per Government Code Section 26227 - All Districts (Continued from 10/31/23, Item 4)

DISCUSSION

31. **County Executive Office** - Approve grant applications/awards submitted by *Probation, Sheriff-Coroner, John Wayne Airport and County Executive Office, and retroactive grant applications/awards submitted by Health Care Agency* in 12/19/23 grant report and other actions as recommended - All Districts
33. Deleted
35. Revised Title to read:
Supervisor Chaffee and Supervisor Sarmiento - Adopt resolution opposing any unilateral action by Kaiser Permanente's attempt to reduce mental health therapists' Patient Management Time (PMT) *and encourages Kaiser Permanente to spend \$150 million pledged funds to correct behavioral health disparity between Northern and Southern California and provide an annual public accounting of how pledged funds were spent* (Continued from 10/31/23, Item S23A; 11/7/23, Item S12B; 12/5/23, Item 16)

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 2, 3, 31 and 35

S u p p l e m e n t a l I t e m (s)

- S35A. **County Executive Office** - Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with Association of Orange County Deputy Sheriffs for Peace Officer and Supervising Peace Officer Units, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOU - All Districts

REVISIONS AND SUPPLEMENTALS TO DECEMBER 19, 2023 AGENDA - PAGE 1 OF 2

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

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.*

- S35B. **County Executive Office** - Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with Association of County Law Enforcement Managers for Law Enforcement Management Unit, 6/30/23 - 6/25/26; and authorize County Executive Officer or designee to execute MOU - All Districts
- S35C. **Supervisor Sarmiento** - Approve amendments to Rule 37 of the Board of Supervisors Rules of Procedure and proposed Guidelines for District Discretionary Projects Program
- S35D. **Supervisor Foley** - Direct OC Public Works, in consultation with Orange County Traffic Committee, to draft an ordinance updating County of Orange's Municipal Code to adopt Electric Bicycle Safety Regulations
- S35E. **Supervisor Chaffee** - Approve addition of County Volunteer Appreciation Day to County Events Calendar; and make related findings per Government Code Section 26227
- S35F. **Health Care Agency** - CalOptima Board of Directors – Select and appoint one candidate to serve in seat designated for current CalOptima member or family member of a current CalOptima member, to complete term ending 8/3/24 - All Districts
- S35G. **County Executive Office** - Approve Amended and Restated Lease agreement with MSPN, LLC, Royal BP, LLC and Fortunatos, LLC for Health Care Agency office space for Public Health/Women, Infants and Children program at 6301 Beach Boulevard, Buena Park, 1/1/24 - 12/31/33; renewable for one five-year term; authorize Chief Real Estate Officer or designee to execute subsequent documents, exercise option terms and amendments under certain conditions; and make California Environmental Quality Act (CEQA) exemption findings under CEQA Guidelines Section 15301 - District 4
- S35H. **Sheriff-Coroner** - Approve amendment 1 to contract MA-060-23010500 with CASK NC LLC for ServiceNow support services, Human Resources Service Delivery Module Integration and Cask Managed Services support maintenance, term ending 4/30/26 (\$877,044; cumulative total \$2,378,530; and authorize County Procurement Officer or Deputized designee to execute amendment - All Districts
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Tomasa Noriega v. Orange County Sheriff's Department Orange County Superior Court Case No. 30-2022-01249901



Revision to ASR and/or Attachments

RECEIVED

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

Date: 12/6/2023
To: Clerk of the Board of Supervisors
CC: Frank Kim, County Executive Office
From: Debra Baetz, Agency Director, Health Care Agency *Debra Baetz*
Re: ASR Control #: N/A, Meeting Date 12/19/23, Item No. # 2
Subject: At-Large Nomination(s) for Appointment(s) to the Orange County HIV Planning Council

Jim Amell for DW

Explanation:

The Health Care Agency would like to make the following changes:

Remove nominee, Brian DeGeer from consideration for appointment to the Orange County HIV Planning Council.

Revised Recommended Action(s)

Update RA #2:

- 2. Appoint the following ~~two~~ nominees to the Orange County HIV Planning Council for a 2-year term, effective January 1, 2024 and ending December 31, 2025:
 - Eder De Leon
 - ~~- Brian DeGeer~~

Make modifications to the:

- Subject
- Background Information
- Summary
- Financial Impact

Summary:

The approval of the reappointment of eight members and the appointment of ~~two~~ **one** new members to the Orange County HIV Planning Council will ensure federally mandated responsibilities are met to set service category priorities and funding allocations for Ryan White Act Part A funds in Orange County

Background Information:

~~Brian DeGeer is a Program Manager at CalOptima. The applicant fulfills the mandated membership category (F) Hospital planning agencies or health care planning agencies.~~

Brian DeGeer	¥	¥	(F) Hospital planning agencies or health care planning agencies	01/01/24– 12/31/25
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With approval of these appointments, the Council still has the capacity to fill ~~ten~~ **eleven** additional seats including ~~two~~ **three** mandated membership categories. The vacant mandated membership categories include: **(F) Hospital planning agencies or health care planning agencies (one seat)** and **(I) State government (including the State Medicaid agency and the agency administering the program under part B of this subchapter) (two seats)**.

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

Remove Attachment J:

~~Attachment J—Brian DeGeer Board Application, Nomination Form, Council Application and Resume~~



Revision to ASR and/or Attachments

CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE
RECEIVED
DEC 14 PM 12:30

RECEIVED

Date: November 13, 2023
To: Clerk of the Board of Supervisors
CC: County Executive Office
From: Sheriff-Coroner Department/Executive Director Brian Wayt
Re: ASR Control #: 23-000788, Meeting Date 12/19/23, Item No. # 3
Subject: Authorize Use of County Resources to Recognize Sheriff Volunteers

Brian Wayt *Frank Kim*

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2023.11.30 15:39:29 -0800

Explanation:

Revising the Recommended Action section to add the words "and training events" to the ASR and to the Resolution. In addition, the not to exceed amount is being increased to \$50,000.00.

Revised Recommended Action(s)

1. Adopt resolution to find that the use of County resources for Sheriff-Coroner Department/ Special Operations Division, Mutual Aid Bureau volunteer recognition and recognition events **and trainings** serve a public purpose for the County of Orange in accordance with Government Code Section 26227 by honoring and recognizing volunteers who provide support and assistance throughout the Sheriff-Coroner Department, and to express appreciation for the volunteers' valuable services benefitting the residents of Orange County.
2. Authorize expenditures in an amount not to exceed **\$50,000** ~~\$35,000~~, per year to provide appreciation certificates, letters, plaques, awards, meals and refreshments to the volunteers of the Sheriff-Coroner Department's Special Operations Division at volunteer recognition events **and volunteer training events**.

Make modifications to the:

- Subject Background Information Summary Financial Impact

Changes have been made as follows for the Summary Section:

SUMMARY:

Approval of the expenditures of up to ~~\$50,000~~ \$35,000, per year to provide appreciation certificates, letters, plaques, awards, and meals and/or refreshments to Special Operations Division, Mutual Aid Bureau volunteers at recognition events ~~and training events~~ will allow the Sheriff-Coroner Department to acknowledge volunteers' efforts and contributions to the County of Orange.

Changes have been made as follows for paragraphs four and five of the Background Information Section:

BACKGROUND INFORMATION:

Additionally, the Sheriff's Special Operations Division, Mutual Aid Bureau utilizes Reserve Sheriff Deputies, Professional Services Responders (PSRs), and Chaplains who volunteer to provide services such as transportation of arrestees; second person in a patrol car; security at parades, football games, Orange County Fair, Critical Incident responses, and other local events; Search and Rescue; bloodhound call-outs for the County; assisting Marine Operations and Sheriff Response Team; call-outs to assist with civil unrests and natural disasters; and numerous other functions. PSRs are non-sworn volunteers who provide administrative and leadership support in the areas of emerging technologies, communications, industrial relations, graphic arts, health care, and emergency response resources. PSRs also donate hours in the Sheriff's Search and Rescue and Aviation Support Units. PSRs donate their time with the use of emotionally support K9s and assist Peer Support during tragic events. Reserve Sheriff Deputies, PSRs, and Chaplains donated 77,390.30 hours in FY 2022-23. It is estimated that these services would cost the County close to \$6,996,083, per year if not provided by these volunteers. The Special Operations Division requests to recognize the Reserve Sheriff Deputies, PSRs, ~~Explorer~~ and Chaplain volunteers annually at a Sheriff Mutual Aid Bureau Recognition Luncheon/Barbecue or other recognition events determined by the Mutual Aid Bureau.

The Sheriff's Special Operations Division, Mutual Aid Bureau Reserves Division have been providing recognition events to Sheriff volunteers yearly since 2015 through 2020. Due to the Covid-19 pandemic, Sheriff's had not held another volunteer recognition event until this year. Sheriff is requesting an increase to the expenditure amount from \$12,000, to ~~\$50,000~~ \$35,000. This is due to the overall increase in prices as well as adding the Explorer and Reserve Academies to the volunteer recognition program. ~~In addition, in order to stay current on laws, procedures, policies, etc., these volunteers attend monthly trainings or assist other department units during their trainings. Currently, Mutual Aid oversees 100 Reserve Deputies, 19 Chaplains, 120 Explorers and 200 Professional Services Responders. Throughout the year these volunteers donate approx. 2000 hours of their time to train and assist with trainings throughout the department.~~

Changes have been made as follows for the Financial Impact Section:

FINANCIAL IMPACT:

Appropriations and discretionary funds to off-set these expenses are included in the Sheriff-Coroner's FY 2023-24 Modified Budget for Budget Control 060, and will be included in the budgeting process for future years. Recognition events for all subsequent years will total no more than ~~\$50,000~~ \$35,000 per year.

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

Resolution

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

December 19, 2023

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau recognizes that its volunteers are a very important asset and resource for providing services to the residents of the County of Orange; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau volunteers provide many services to the residents of Orange County including, but not limited to, crowd control for parades, interacting with the public during child safety fairs and community expos, Driving Under the Influence (DUI) checkpoints, traffic control, color guard events, transportation of arrestees, second man in a patrol car, security at parades, football games and other local events, Search and Rescue, bloodhound call-outs for the County, assisting Marine Operations; as well as providing administrative and leadership support in the areas of emerging technologies, communications, industrial relations, graphic arts, health care, and emergency response resources; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau wishes to support and encourage the continuation and growth of this tradition and to properly recognize and express its appreciation to its volunteers as individuals and a group; and

WHEREAS, consistent with the commitment of Sheriff-Coroner/ Special Operations Division to strive to provide the best service to the residents of Orange County, it is important that the volunteers of Sheriff-Coroner Special Operations Division share that commitment; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau desires to expand its recruitment and outreach efforts, in order to maximize volunteer participation; and

WHEREAS, in addition to recruiting and appointing talented and high-quality volunteers, recognition of hard work by Sheriff-Coroner/Special Operations Division helps to develop good morale and continued volunteer efforts, and allows Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau to undertake tasks, projects, and services it might not otherwise be able to afford, by utilizing the services of these dedicated volunteers.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby:

1. Take great pride in commending the volunteers for their numerous contributions to Sheriff-Coroner/Special Operations Division.

Resolution No. 23-___, Item No. _

Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau Volunteer Recognition

2. Find that the use of County resources for Sheriff-Coroner Department/Special Operations Division volunteer recognition and recognition events serve a public purpose for the County of Orange in accordance with Government Code Section 26227 by honoring and recognizing volunteers who provide support and assistance throughout the Sheriff-Coroner Department, and to express appreciation for the volunteers' valuable services benefitting the residents of Orange County.
3. Authorize expenditures in an amount not to exceed \$50,000 per year to provide appreciation certificates, letters, plaques, awards, and meals and refreshments to volunteers of the Sheriff-Coroner Department/Special Operations Division, Mutual Aid Bureau at volunteer recognition events and volunteer training events.

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

~~October 31, 2023~~ December 19, 2023

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau recognizes that its volunteers are a very important asset and resource for providing services to the residents of the County of Orange; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau volunteers provide many services to the residents of Orange County including, but not limited to, crowd control for parades, interacting with the public during child safety fairs and community expos, Driving Under the Influence (DUI) checkpoints, traffic control, color guard events, transportation of arrestees, second man in a patrol car, security at parades, football games and other local events, Search and Rescue, bloodhound call-outs for the County, assisting Marine Operations; as well as providing administrative and leadership support in the areas of emerging technologies, communications, industrial relations, graphic arts, health care, and emergency response resources; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau wishes to support and encourage the continuation and growth of this tradition and to properly recognize and express its appreciation to its volunteers as individuals and a group; and

WHEREAS, consistent with the commitment of Sheriff-Coroner/ Special Operations Division to strive to provide the best service to the residents of Orange County, it is important that the volunteers of Sheriff-Coroner Special Operations Division share that commitment; and

WHEREAS, Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau desires to expand its recruitment and outreach efforts, in order to maximize volunteer participation; and

WHEREAS, in addition to recruiting and appointing talented and high-quality volunteers, recognition of hard work by Sheriff-Coroner/Special Operations Division helps to develop good morale and continued volunteer efforts, and allows Sheriff-Coroner/Special Operations Division, Mutual Aid Bureau to undertake tasks, projects, and services it might not otherwise be able to afford, by utilizing the services of these dedicated volunteers.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors does hereby:

1. Take great pride in commending the volunteers for their numerous contributions to Sheriff-Coroner/Special Operations Division.

2. Find that the use of County resources for Sheriff-Coroner Department/Special Operations Division volunteer recognition and recognition events serve a public purpose for the County of Orange in accordance with Government Code Section 26227 by honoring and recognizing volunteers who provide support and assistance throughout the Sheriff-Coroner Department, and to express appreciation for the volunteers' valuable services benefitting the residents of Orange County.

3. Authorize expenditures in an amount not to exceed \$~~5350~~,000 per year to provide appreciation certificates, letters, plaques, awards, and meals and refreshments to volunteers of the Sheriff-Coroner Department/Special Operations Division, Mutual Aid Bureau at volunteer recognition events and volunteer training events.



AGENDA STAFF REPORT

Agenda Item
31

ASR Control 23-000434

MEETING DATE: 12/19/23
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

CEO CONCUR Concur	COUNTY COUNSEL REVIEW No Legal Objection	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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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 **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

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

1.	Approve Retroactive Grant Application – Health Care Agency – California Home Visiting Program State General Fund Innovation 2.0 – \$ 563,976.23
2.	Approve Grant Application – OC Probation – FY 23/24 Complex Care Child Specific General Fund Planning Allocation – \$48,282
3.	Approve Grant Application – Sheriff Coroner – 2023 Paul Coverdell Forensic Science Improvement Grants Program – \$130,584
4.	Approve Grant Application – John Wayne Airport – Airport Improvement Program (AIP) Entitlement Grant Vertical Conveyance Systems Improvement – \$5,307,625
5.	Approve Grant Award – County Executive Office – Emergency Solutions Grants (ESG) Program – \$610,401
6.	Receive and File Grants Report.

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



Grants Report

DRAFT

County Executive Office/Legislative Affairs

December 19, 2023
Item No: 31

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 December 19, 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 Retroactive Grant Application – Health Care Agency – California Home Visiting Program State General Fund Innovation 2.0 – \$563,976.23
2. Approve Grant Application – OC Probation – FY 23/24 Complex Care Child Specific General Fund Planning Allocation – \$48,282
3. Approve Grant Application – Sheriff Coroner – 2023 Paul Coverdell Forensic Science Improvement Grants Program – \$130,584
4. Approve Grant Application – John Wayne Airport – Airport Improvement Program (AIP) Entitlement Grant Vertical Conveyance Systems Improvement – \$5,307,625
5. Approve Grant Award – County Executive Office – Emergency Solutions Grants (ESG) Program – \$610,401
6. Receive and File Grants Report.

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.



DEBRA BAETZ, MBA
INTERIM AGENCY DIRECTOR

MINDY WINTERSWYK, PT, DPT, PCS
ASSISTANT AGENCY DIRECTOR

REGINA CHINSIO-KWONG, DO
COUNTY HEALTH OFFICER/
CHIEF OF PUBLIC HEALTH SERVICES

PUBLIC HEALTH SERVICES

405 W. 5TH STREET, 7TH FLOOR
SANTA ANA, CA 92701

www.ocalthinfo.com

DATE: December 12, 2023

TO: Frank Kim, County Executive Officer

Digitally signed by Frank Kim
DN: cn=Frank Kim, ou=County of Orange,
ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.12.13 08:13:20 -0800

FROM: Debra Baetz, MBA, Interim Agency Director
Mindy Winterswyk, PT, DPT, PCS, Assistant Agency Director
Regina Chinsio-Kwong, DO, Chief of Public Health Services

SUBJECT: Retroactive Request to apply for California Department of Public Health (CDPH)/ Maternal, Child, Adolescent Health (MCAH)/ California Home Visiting Program (CHVP) State General Fund (SGF) Innovation 2.0– Grant Agreement

This memo is being submitted to request that the County Executive Officer place the CDPH/MCAH/CHVP SGF Innovation 2.0 Funding grant application request on the December 19, 2023, Board of Supervisors (Board) Meeting Agenda.

Federal funding is distributed annually through the California Department of Public Health (CDPH) to local health jurisdictions for public health workforce and infrastructure. The CDPH's objective is to promote better health of all mothers and children in California by implementing innovative early childhood home visiting programs or projects with a focus on meeting the need of locally identified populations facing the greatest inequities in health and social outcomes with the goal of protecting and improving the health of all Californians.

On November 20, 2023, the Health Care Agency (HCA) was made aware of this innovative funding opportunity and upon consideration and analysis, decided to respond to the Request for Supplemental Information for the Innovation 2.0 Grant which was due by November 28, 2023. Based on the application deadline, County holidays, and available Board dates, HCA is respectfully requesting the retroactive approval to apply for the CDPH/MCAH/CHVP SGF Innovation 2.0 Grant on the December 19th, 2023, Board Meeting.

If you have any questions about the grant, please contact Dr. Regina Chinsio-Kwong, Chief of Public Health Services at (714) 834-3882.

Thank you for your consideration,

Debra Baetz
Interim Agency Director



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	12/12/2023
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Grant Name: California Home Visiting Program State General Fund Innovation 2.0 Project Title: Community and Nursing Services Division Mental Health Support Innovation Project
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	California Department of Public Health: Maternal Child and Adolescent Health Division, California Home Visiting Program State General Fund
Application Amount Requested:	\$563,976.23
Application Due Date:	11/29/2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	N/A
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? YES <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input checked="" type="checkbox"/> Recurrent <input type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	This is a new funding amount for California Home Visiting Program/ Nurse Family Partnership under Maternal Child and Adolescent Health Program.
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input checked="" type="checkbox"/> Other Type <input type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount \$ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
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.
<p>The California Department of Public Health's (CDPH)/ Maternal, Child and Adolescent Health (MCAH) Division receives funding from the state budget and from the federal government to disburse to local health-related entities and others to promote better health of all mothers and children in California. Orange County/ Health Care Agency (OCHCA) is eligible to receive this award to implement innovative early childhood home visiting programs or projects with a focus on meeting the need of a locally identified populations facing the greatest inequities in health and social outcomes. OCHCA Community and Nursing Services Division will utilize award for the addition of three staff including two Behavioral Health Clinicians (BHC II) and one office specialist (data entry technician) to augment services to our families. The BHC II's will provide short-term intensive case management and care</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

coordination to our families specific to mental health and substance use disorder services. The current Nurse Family Partnership model does not have a mental health professional/clinician as part of the staffing model. This has been identified as a need for our NFP and broader MCAH programs to include a multi-disciplinary approach in the care of our families receiving home visiting 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)

Recommended Action/Special Instructions

(Please specify below)

The Health Care Agency requests that the Board of Supervisors approve the Recommended Action authorizing the Health Care Agency to apply for this grant award, and delegate authority to the Health Care Agency Director or designee to execute the application and any forms needed for this application.

Authorize the Health Care Agency Director or designee to execute such future amendments to the application referenced above that do not change the application amount by more than 10% of the original amount and/or make immaterial changes to the scope of work.

Department Contact:

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

Dr. Regina ChinsioKwong rchinsiokwong@ochca.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:

Debra Baetz



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	December 12, 2023
Requesting Agency/Department:	Probation Department
Grant Name and Project Title:	Fiscal Year 2023-24 Complex Care Child Specific General Fund Planning Allocation
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Department of Social Services
Application Amount Requested:	\$48,282
Application Due Date:	Ongoing funding
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	TBD
Notification Date of Funding Award:	TBD
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input type="checkbox"/> Other <input checked="" type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	FY 22/23 \$24,000
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain:
County Match?	Yes <input type="checkbox"/> Amount ____ or ____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	N/A
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 California Department of Social Services (CDSS), in partnership with the County Welfare Directors Association (CWDA) and the Chief Probation Officers of California (CPOC), is working to evaluate how funding is distributed to county placing agencies to maximize usage of the available funds. AB 153 enacted W&IC Section 16001.1 which provides limited-term and ongoing funds to support the urgent and exceptional needs of children/non-minor dependents in foster care under supervision of a county child welfare agency, or a probation department, who otherwise may be placed in an out-of-state residential facility. OC Probation currently has a hard to place foster youth who needs residential programing. The allocation for FY23/24 is \$48,282.00.	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	N/A
Recommended Action/Special Instructions <small>(Please specify below)</small>	
Authorize the Chief Probation Officer, or designee, to apply for the allocation of \$48,282.00 from the Department of Social Services.	



CEO-Legislative Affairs Office Grant Authorization eForm

Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Ivy White (714) 896-7541 Ivy.White@prob.ocgov.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:
Steve Sandoval (714) 896-7555 estevan.sandoval@prob.ocgov.com	



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	12/11/2023		
Requesting Agency/Department:	OC Crime Lab / OC Sheriff-Coroner Department		
Grant Name and Project Title:	2023 Paul Coverdell Forensic Science Improvement Grants Program – Formula Grant		
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	U.S. Department of Justice, Office of Justice Programs, and National Institute of Justice		
Application Amount Requested:	\$130,584		
Application Due Date:	January 5, 2024		
Board Date when Board Approved this Application:	N/A		
Awarded Funding Amount:	N/A		
Notification Date of Funding Award:	N/A		
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>			
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:		
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	2015	\$68,000	Purchased a shoeprint GLScan imaging system
	2016	\$75,000	Purchased a nitrogen gas delivery system
	2017	\$74,264	Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing
	2018	\$123,284	Funded overtime hours for forensic scientists to perform controlled substance and firearms analysis and crime scene investigation report writing
	2019	\$112,817	Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog
	2020	\$95,746	Fund the purchase of instrumentation to be used for forensic analysis to replace outdated equipment and to continue to reduce backlog
	2021	\$118,091	Fund the purchase of instrumentation to be used for forensic analysis of driving under the influence cases. This will replace outdated equipment and to continue to reduce backlog.
	2022	\$111,159	Fund the purchase of instrumentation to be used for forensic analysis of firearms cases. This will supplement current instrumentation to continue to reduce the backlog.
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: Crime Labs in California allocation		



CEO-Legislative Affairs Office Grant Authorization eForm

County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	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, 2024 to March 31, 2025. 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. The Paul Coverdell Forensic Science Improvement Grants Program awards 2023 funds in 2024.
Board Resolution Required? <small>(Please attach document to eForm)</small> Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the Resolution)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Recommended Action/Special Instructions <small>(Please specify below)</small>	Request approval to apply for 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 Jaing, Assistant Director Orange County Crime Laboratory, 714-834-4510 jjaing@ocsheriff.gov



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / **GRANT AWARD**

Today's Date:	December 12, 2023
Requesting Agency/Department:	John Wayne Airport (JWA)
Grant Name and Project Title:	Airport Improvement Program (AIP) Entitlement Grant / Vertical Conveyance Systems Improvement Replacement of Escalator 1 (Terminal A) and Escalator 4 (Terminal B)
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	Federal Aviation Administration (FAA)
Application Amount Requested:	\$5,307,625
Application Due Date:	December 31, 2023
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	TBD
Notification Date of Funding Award:	N/A
Is this an Authorized Retroactive Grant Application/Award? No <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	AIP GRANT # - Description, Award Start, Award Amount 57-Taxiways A-E-D Reconstruction and Vehicle Service Road Safety Improvements (Design only), 7/7/22, \$2,014,750 59- Vertical Conveyance System Improvement Replacement of Escalator 1, 9/14/2023, \$695,257
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/>
County Match?	Yes <input checked="" type="checkbox"/> Amount \$1,030,210 (19.41%) No <input type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	Fund 281 – Airport Construction Fund
Will the grant/program create new part or full-time positions?	The grant will not create new positions.
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.
<p>The grant will reimburse eligible costs for replacing escalator number one (1) in Terminal A and escalator four (4) in Terminal B at John Wayne Airport.</p> <p>JWA has a long-standing partnership with the FAA and has continuously applied for the Airport Improvement Program (AIP). This grant is intended to assist in providing funds for infrastructure projects such as runways, taxiways, signage, lighting, and markings. The grants strengthen our nation's aviation infrastructure. Airports are entitled to a certain amount of AIP funding each year based on passenger volume.</p> <p>The grant will fund eligible costs up to 80.59% (\$4,277,415, and the grantee share is 19.41% \$1,030,210).</p>	
Board Resolution Required? <small>(Please attach document to eForm)</small>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: <small>(Please list the Deputy County Counsel that approved the</small>	N/A



CEO-Legislative Affairs Office Grant Authorization eForm

Resolution)	
Recommended Action/Special Instructions (Please specify below)	
Authorize the Airport Director or designee to apply for the AIP Grant with the FAA and execute any forms needed in the application process. JWA plans to return to the Board with a request to accept funding when the grant application is awarded.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@ocair.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:
Charlene V. Reynolds, Airport Director (949) 252-5171, CReynolds@ocair.com	



**CEO-Legislative Affairs Office
Grant Authorization eForm**

GRANT APPLICATION / GRANT AWARD

Today's Date:	December 5, 2023
Requesting Agency/Department:	County Executive Office Office of Care Coordination
Grant Name and Project Title:	State of California Emergency Solutions Grants (ESG) Program
Sponsoring Organization/Grant Source: <small>(If the grant source is not a government entity, please provide a brief description of the organization/foundation)</small>	State of California Department of Housing and Community Development
Application Amount Requested:	\$1,220,802
Application Due Date:	October 16, 2023
Board Date when Board Approved this Application:	September 12, 2023
Awarded Funding Amount:	\$610,401
Notification Date of Funding Award:	November 21, 2023
Is this an Authorized Retroactive Grant Application/Award? No. <small>(If yes, attach memo to CEO)</small>	
Recurrence of Grant	New <input type="checkbox"/> Recurrent <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explain:
If this is a recurring grant, please list the funding amount applied for and awarded in the past:	Each allocation is a new grant award. The previous grants awarded were 2018: \$584,187 2019: \$605,188 2020: \$640,283 2021: \$722,320 2022: \$641,733
Does this grant require CEQA findings?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
What Type of Grant is this?	Competitive <input type="checkbox"/> Other Type <input checked="" type="checkbox"/> Explain: State designated Administrative Entity.
County Match?	Yes <input checked="" type="checkbox"/> Amount: 100% No <input type="checkbox"/>
How will the County Match be Fulfilled? <small>(Please include the specific budget)</small>	100% of the match amount will be required of sub-recipients and may include existing County contracts with non-federal funds.
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.
<p>The State of California Emergency Solutions Grants (ESG) Program provides funding to (1) engage individuals and families experiencing homelessness, (2) improve the quality of emergency shelters for individuals and families experiencing homelessness, (3) help operate the emergency shelters, (4) provide essential services to shelter residents, (5) rapidly re-housing individuals and families experiencing homelessness; and (6) prevent families/individuals from becoming homeless.</p> <p>On March 30, 2016, the State Department of Housing and Community Development (HCD) approved the County of Orange (County), in collaboration with the Orange County Continuum of Care Board, as the Administrative Entity (AE) for the allocation of ESG funding.</p> <p>On August 15, 2023, HCD announced the release of the 2023 ESG Program Notice of Funding Availability (NOFA) for the Continuum of Care allocation with an allocation amount of \$610,401 to Orange County Continuum of Care. This allocation includes the County retaining 10% for grant administration and 90% for homeless service eligible</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

activities such as rapid rehousing, emergency shelter, and homeless prevention. The NOFA provides documentation requirements for AEs approved to administer 2023 ESG program funding. AEs are required to submit an authorizing resolution from the AE's Governing Board with the grant application. The NOFA and related instructions recommend applicants list an application amount to be at least double what is expected to receive as award amounts are frequently recalculated and are subject to change.

The County Executive Office (CEO) received authorization to apply for the 2023 NOFA in the amount of \$1,220,802, and adopted a resolution in support of this grant application from the Board of Supervisors. CEO completed the 2023 ESG Program application and submitted it to HCD by the October 16, 2023 deadline.

On November 21, 2023, HCD announced the 2023 ESG Program award in the amount of \$610,401 to the County. HCD intends to issue a Standard Agreement to the County within 90 days of the award announcement.

Board Resolution Required?

(Please attach document to eForm)

Yes

No

Deputy County Counsel Name:

(Please list the Deputy County Counsel that approved the Resolution)

Recommended Action/Special Instructions

(Please specify below)

1. Accept the grant award for the State of California Department of Housing and Community Development for the County of Orange as the Administrative Entity for the Orange County Continuum of Care for the 2022 Emergency Solutions Grants funds in the amount of \$610,401.
2. Approve and authorize the Director of Care Coordination or designee to execute the Emergency Solutions Grants Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Emergency Solutions Grants Program or grant award.

Department Contact:

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

Douglas Becht
Director of Care Coordination
County Executive Office
Douglas.Becht@ocgov.com
(714) 834-5000

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:

Douglas Becht
Director of Care Coordination
County Executive Office



Continuation or Deletion Request

Date: 12/14/2023
To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Re: ASR Control #: 23-001091, Meeting Date 12/19/23 Agenda Item No. # 33
Subject: Approval of Contract for Public Administration Services


Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frankkim@ocgov.com, c=US
Date: 2023.12.14 10:37:47 -0800

Request to continue Agenda Item No. # _____ to the _____ Board Meeting.

Comments:

Request deletion of Agenda Item No. # 33

Comments:

2023 DEC 14 AM 11:36
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED



BOARD OF SUPERVISORS

MEMORANDUM

12/15/2023

To: Robin Steiler, Clerk of the Board

From: Supervisor Doug Chaffee, Fourth District
Supervisor Vicente Sarmiento, Second District

Subject: Request to revise resolution attached in Agenda Item No. # 35 for the 12/19/2023 Board meeting.

2023 DEC 15 AM 11:15
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED
Doug Chaffee
Vicente Sarmiento

Supervisor Doug Chaffee and Supervisor Vicente Sarmiento respectfully request the Clerk of the Board to attach the revised resolution in Agenda Item No. 35 – the resolution to “Oppose Kaiser Permanente’s attempt to reduce mental health therapists’ Patient Management Time (PMT)”.

Resolution to “Oppose Kaiser Permanente’s Attempt to Reduce Mental Health Therapists’ Patient Management Time”

By the authority of the Orange County Board of Supervisors, the following resolution is hereby issued:

WHEREAS, Kaiser Permanente is one of the largest private providers of mental health care for Orange County residents, as well as County employees and their families; and

WHEREAS, the California Health Care Foundation reported that nearly 1 in 7 California adults experiences a mental illness, and the American Academy of Child and American Academy of Pediatrics declared a national emergency over a “shocking” rise in families seeking urgent mental help; and

WHEREAS, quality mental healthcare requires that therapists have sufficient time to chart appointments, communicate with social service agencies, or respond to patient correspondence known as Patient Management Time (PMT); and

WHEREAS, Northern Californian therapists at Kaiser Permanente are given seven-hours per week for PMT, and current Southern California therapists are permitted just three- to fourhours to perform the same duties; and

WHEREAS, in other counties in Southern California, Kaiser Permanente is seeking to unilaterally cut the amount of permitted PMT for therapists to as few as two hours per week, which will make it increasingly difficult for Kaiser to comply with SB 221, requiring all health plans to provide follow-up therapy appointments within 10 business days unless the treating therapist determines that a longer wait would not be detrimental; and

WHEREAS, a disparity in protected PMT hours creates inequality between the systems of care in California with Southern California Kaiser patients receiving a relatively lower quality of care compared to their Northern counterparts; and

WHEREAS, non-English proficient speakers who require additional follow-up communication and patients who are children will be most impacted by the reduction in PMT, as their therapists need additional time to communicate with parents, teachers, and social workers; and

WHEREAS, Kaiser Permanente is increasing health plan rates by 10 percent or more for patients in Orange County; and

WHEREAS, on October 12, 2023, Kaiser Permanente entered into a \$200-million settlement agreement with the California Department of Managed Health Care (DMHC), that includes paying a \$50-million fine, pledging \$150-million over 5years to improve its behavioral healthcare services and promises to improve documentation of its patients’ medical records; and

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors:

1. Opposes any unilateral action by Kaiser Permanente that reduces the amount of PMT time for therapists and calls for Kaiser Permanente to provide therapists in Southern California with the same amount of protected PMT that therapists in Northern California receive; and
2. Encourages Kaiser Permanente to spend the \$150 million pledged funds in an equitable manner, especially to correct any behavioral health disparity between Northern and Southern California; and

3. Calls for Kaiser Permanente to provide an annual public accounting of how the \$150 million pledged funds have been spent.

Resolution to “Oppose Kaiser Permanente’s Attempt to Reduce Mental Health Therapists’ Patient Management Time”

By the authority of the Orange County Board of Supervisors, the following resolution is hereby issued:

WHEREAS, Kaiser Permanente is one of the largest private providers of mental health care for Orange County residents, as well as County employees and their families; and

WHEREAS, the California Health Care Foundation reported that nearly 1 in 7 California adults experiences a mental illness, and the American Academy of Child and American Academy of Pediatrics declared a national emergency over a “shocking” rise in families seeking urgent mental help; and

WHEREAS, quality mental healthcare requires that therapists have sufficient time to chart appointments, communicate with social service agencies, or respond to patient correspondence known as Patient Management Time (PMT); and

WHEREAS, Northern Californian therapists at Kaiser Permanente are given seven–hours per week for PMT, and current Southern California therapists are permitted just three- to four-hours to perform the same duties; and

WHEREAS, outside of Orange County in other counties in Southern California, Kaiser Permanente is seeking to unilaterally cut the amount of permitted PMT for therapists to as few as two hours per week, which will make it increasingly difficult for Kaiser to comply with SB 221, requiring all health plans to provide follow-up therapy appointments within 10 business days unless the treating therapist determines that a longer wait would not be detrimental; and

WHEREAS, a reduction-disparity in protected PMT hours will worsen the equity gap in care that Kaiser Permanente mental healthcare patients creates inequality between the systems of care in California in with Southern California Kaiser patients receiving a relatively lower qualitye of care compared to Kaiser Permanente patients in- their Northern Californiacounterparts; and

WHEREAS, non-English proficient speakers who require additional follow-up communication and patients who are children will be most impacted by the reduction in PMT, as their therapists need additional time to communicate with parents, teachers, and social workers; and

WHEREAS, Kaiser Permanente is increasing health plan rates by 10 percent or more for patients in Orange County; and

WHEREAS, on October 12, 2023, Kaiser Permanente entered into a \$200-million settlement agreement with the California Department of Managed Health Care (DMHC), that includes paying a \$50-million fine, pledging \$150–million over 5-years to improve its behavioral healthcare services and promises to improve documentation of its patients’ medical records; and

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors:

1. Opposes any unilateral action by Kaiser Permanente that reduces the amount of PMT time for therapists and calls for Kaiser Permanente to provide therapists in Southern California with the same amount of protected PMT that therapists in Northern California receive; and.
2. Encourages Kaiser Permanente to spend the \$150 million pledged funds in an equitable manner, especially to correct any behavioral health disparity between Northern and Southern California; and

4.3. Calls for Kaiser Permanente to provide an annual public accounting of how the \$150 million pledged funds have been spent.



County Executive Office

Memorandum

December 11, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

Frank Kim

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2023.12.12 08:49:34 -08'00'

RECEIVED
 2023 DEC 12 PM 3:45
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

S35A

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 19, 2023, Board Hearing.

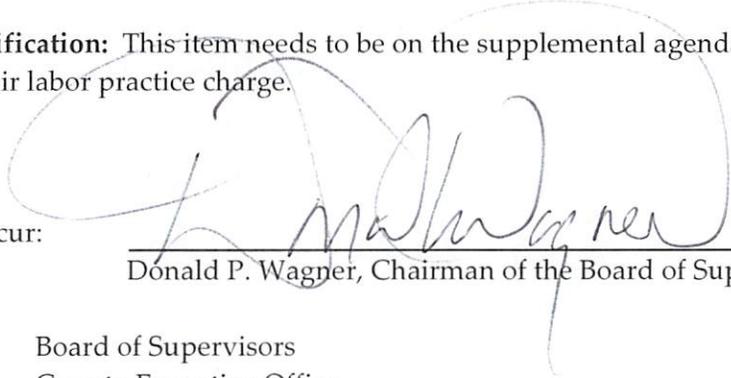
Agency: County Executive Office

Subject: Approve 2023-2026 Memorandum of Understanding with the Association of Orange County Deputy Sheriffs for the Peace Officer and Supervising Peace Officer Units

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 reached by the parties on November 29, 2023, and the Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on December 19, 2023, to avoid an unfair labor practice charge.

Concur: 
 Donald P. Wagner, Chairman of the Board of Supervisors

cc: Board of Supervisors
 County Executive Office
 County Counsel

Agenda Item
Clerk's Use Only

S35A



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 12/19/2023
 LEGAL ENTITY TAKING ACTION: Board of Supervisors
 BOARD OF SUPERVISORS DISTRICT(S): All Districts
 SUBMITTING AGENCY/DEPARTMENT: County Executive Office
 DEPARTMENT HEAD REVIEW: *[Signature]*
 DEPARTMENT CONTACT PERSON(S): Colette Farnes (714) 834-2836
 Jamie Newton (714) 834-2247

2023 DEC 12 PM 3:45
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS
 RECEIVED

SUBJECT: Approve 2023-2026 Memorandum of Understanding with the Association of Orange County Deputy Sheriffs for the Peace Officer and Supervising Peace Officer Units

CEO CONCUR

[Signature]

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County
 of Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2023.12.12 08:49:02
 08:00

CEO Signature

COUNTY COUNSEL REVIEW
Approve as to Form

[Signature]

Action

County Counsel Signature

CLERK OF THE BOARD
Discussion

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: See Financial
Impact Section

Annual Cost: See Financial
Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve and adopt the attached 2023-2026 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs for the Peace Officer and Supervising Peace Officer Units 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 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs for the period of June 30, 2023, through June 25, 2026.

SUMMARY:

Approval and adoption of the 2023-2026 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs for the Peace Officer and Supervising Peace Officer Units will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

The Association of Orange County Deputy Sheriffs (AOCDS) represents approximately 2,100 employees in seven different Peace Officer classifications: Deputy Sheriff Trainee, Deputy Sheriff I & II, Sergeant, Investigator, District Attorney Investigator and Supervising Attorney's Investigator.

The previous Memorandum of Understanding (MOU) for the terms and conditions of employment for the Peace Officer and Supervising Peace Officer Units was July 1, 2019, through June 29, 2023. On May 18, 2023, representatives from the County and AOCDS commenced the meet and confer process to negotiate a successor MOU.

Over the next six months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on November 29, 2023, on the proposal under consideration by your Honorable Board of Supervisors (Board). Human Resource Services requests your Honorable Board's approval and adoption of the 2023-2026 Memorandum of Understanding.

This agreement reflects the Board's desire to maintain a competitive standing among comparable law enforcement agencies 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, the salary schedules will be increased by 8.00 percent.
- Effective June 28, 2024, the salary schedules will be increased by 5.00 percent.
- Effective June 27, 2025, the salary schedules will be increased by 4.00 percent.

Premium Pays

- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned as a Motorcycle Officer will receive premium pay in the amount of \$253.85 biweekly (approximately \$550 per month).
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned as Substitutes to the Hazardous Devices Squad or Explosive Detection Squad will receive premium pay in the amount of \$235.39 biweekly (approximately \$510 per month).
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Hazardous Devices Squad or Explosive Detection Squad on a

regular, full-time basis will receive premium pay in the amount of \$535.38 biweekly (approximately \$1160 per month).

- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Hazardous Devices Squad or Explosive Detection Squad on a regular, full-time basis and assigned by management as divers will receive premium pay in the amount of \$746.77 biweekly (approximately \$1,618 per month).
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Tactical Support Team Assignment shall be paid premium pay in the amount of four (4) percent of individual base pay.
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees performing supervisory duties shall be paid thirteen (13) percent of individual base pay for a Supervisory Peace Officer Standards and Training (P.O.S.T.) Certificate.

Sick Leave

- Effective the first day of the first full pay period following Board adoption, expand Personal Emergency Leave to include Personal Business Leave and allow up to 40 hours per fiscal year.
- Effective the first day of the first full pay period following Board adoption, allow up to 10 hours of Sick Leave per fiscal year for Parent Child School Leave.

Holidays

- Observe Native American Day holiday in lieu of Columbus Day.
- When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.

Miscellaneous

The proposed MOU includes all negotiated financial and language changes indicated as red-line changes. Other changes include an agreement to:

- Allow use of bereavement leave to be extended beyond six months from the date of the loss to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss;
- Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability;
- Share all costs of arbitration where lawfully permitted;
- Continue participation in Bilingual Study working group;
- Limiting the length of an Arbitration for New Hire Probation releases alleging discrimination;
- Update all grievance processing timelines to 14 days;
- Clarifying employee rights to representation; and
- Additional administrative clean-up that occurred during the term of the contract.

FINANCIAL IMPACT:

The estimated total cost incurred over the term of the MOU is \$150.9M, \$113.6M of which is Net County Cost (NCC). The estimated cost of \$17.5M (\$13.2M NCC) will occur in FY 2023-24; \$57.3M (\$43.1M NCC) will occur in FY 2024-25; \$76.1M (\$57.3M NCC) will occur in FY 2025-26.

In addition to NCC funding, other funding sources include primarily charges for services to contract partners, as well as Prop 172, AB109, and state/federal grants.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2023-2026 Association of Orange County Deputy Sheriffs MOU

Attachment B – 2023-2026 Association of Orange County Deputy Sheriffs MOU (redlined version)

Attachment C – November 29, 2023, Signed Deal Points (Tentative Agreement)

MEMORANDUM OF UNDERSTANDING

PEACE OFFICER UNIT
AND
SUPERVISING
PEACE OFFICER UNIT

2023 – 2026

COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY
DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

2023 – 2026

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PEACE OFFICER UNIT

AND

SUPERVISING PEACE OFFICER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Association Of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective December 19, 2023.

PREAMBLE

Recognition

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

DEFINITIONS

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

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

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

COUNTY shall mean the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAYSection 1. Work Period

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

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

B. Work Periods for Purposes of MOU Overtime

For purposes of payment of overtime under this MOU, each 28 day period shall be divided into four, seven (7) day periods, with overtime being paid for work ordered and performed in excess of the employee's regularly scheduled work hours, except as provided in 1.D. below. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday .

C. Work Periods for Purposes of FLSA Overtime

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

D. Work Extensions Resulting in Overtime

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

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

G. Schedules

1. Notice of Shift Changes

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

2. Shift Trades

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

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

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

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

The Shift Trade provisions shall also apply to an employee's request to modify his or her own work schedule.

3. Biannual or Monthly Shift Trades

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

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

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

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

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

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

Section 2. Rest Periods and Cleanup Time

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

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

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

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

Section 3. Overtime

A. Notification of Employees of Work Required beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the Department will notify any employee who may be asked to perform such work of the apparent need for such work as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) actually worked in a seven (7) day period, except as provided in 1.D. above, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 3.C.1. below.

B. Distribution of Overtime

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

C. Payment for Overtime

1. Contract overtime shall be compensated at one and one-half (1½) times the regular rate. FLSA overtime shall be compensated as required by the FLSA.
2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the employee. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount. Not more than twice in each fiscal year, an employee may make request for and shall, upon said request, be paid for the requested portion of his or her compensatory time balance to a maximum of forty (40) hours.
3. Overtime hours worked by extra help employees shall be paid.
4. In no case may an employee's work schedule be changed during the pay period when the purpose of such change is to avoid overtime compensation.
5. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. However, compensatory time off may be used as part of the established work period to earn fringe benefits and to serve out probationary and merit increase periods.
6. An employee separating from the County service, including paid County retirement shall be paid for accumulated compensatory time in a lump sum payment.
7. An employee who wishes to request compensatory time off shall be permitted by the employer to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the public agency. No scheduled compensatory time off shall be cancelled except in the case of emergency. Requests for and granting of compensatory time off will be in compliance with FLSA.
8. The Sheriff-Coroner Department may not assign compensatory time off for employees, but must consider each employee's request for single or multiple days off utilizing vacation or compensatory time. Whenever possible based on the Department's workload and staffing, and without the use of overtime for replacement, the Department will approve requests to use vacation or compensatory time off for one day or more, whether alone or in conjunction with scheduled vacation time. If the Department is not able to accommodate the employee's requested dates for vacation or compensatory time off the Department may offer the employee alternative dates, within a reasonable period.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee in the class of Deputy Sheriff I, Deputy Sheriff II, or Sergeant assigned to the jail who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked in the jail on the assigned night shift.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m., or as agreed. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be approximately one-hundred (100) dollars per month.

B. On-Call Pay

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device; (2) to be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours, except as provided in Section 4.C.3. below, 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. Notwithstanding the above, if an employee receives a "call back" to work within four (4) hours of the beginning of the regular shift, the employee will only be paid at time and-one-half for the time period the employee begins to work until the beginning of the employee's regular shift.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid.

Effective October 11, 2019, except as provided in 2. below, qualified employees who meet the following criteria shall receive 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 may include such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.
2. Qualified employees in the following classes who, in addition to meeting the criteria in 1.a. and b. above, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive sixty (60) cents per hour (approximately one hundred and four [104] dollars per month) for all hours actually paid.

Effective October 11, 2019, qualified employees in the following classes who, in addition to meeting the criteria in 1.a. and b. above, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive seventy (70) cents per hour (approximately one hundred and twenty-one [121] dollars per month) for all hours actually paid.

Deputy Sheriff I
Deputy Sheriff II
Investigator

District Attorney Investigator
Supervising Attorney's Investigator
Sergeant

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.
4. Bilingual pay shall not apply to Workers' Compensation supplemental pay.
5. The County shall be responsible for making testing available on a quarterly basis at a minimum.
6. AOCDS may continue to participate in a bilingual pay working group to discuss items related to bilingual premium pay.

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

1. A full-time, limited-term or probationary employee who complies with the procedure in E.4. below shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T Certificate, nine (9) percent of individual base pay for an Advance P.O.S.T. Certificate.
2. A full-time, limited-term or probationary employee who complies with the procedure in E.4. below and the following shall be paid thirteen (13) percent of individual base pay for a Supervisory P.O.S.T. Certificate. To qualify for Supervisory P.O.S.T Pay, the employee must have the certificate and be in the positions of Sergeant or Supervising DA Investigator. Any employee receiving Supervising P.O.S.T pay on or before December 28, 2023 shall continue to receive the pay regardless of their classification. Employees in any classification who have their Supervising P.O.S.T certificate or who qualify under P.O.S.T criteria for that certificate but are not receiving Supervisory P.O.S.T pay, and submit their request for Supervisory P.O.S.T pay with required documentation to the department prior to 5:00pm on December 28, 2023, shall receive the pay."
3. Employees shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on call pay not to exceed forty [40] hours per week.)
4. The employee shall submit a P.O.S.T. Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application. P.O.S.T. pay shall start the first day of the pay period following receipt by the Department of a valid P.O.S.T. Certificate and shall be paid retroactively (if applicable) to the date the employee submits their application to the Department but not sooner to when the employee becomes eligible. If

an employee submits their application prior to being eligible the Department will determine the eligibility date based on relevant criteria. This determination shall be final and is excluded from the Grievance procedures outlined in Article XI.

F. Education Incentive Pay

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

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

G. Motorcycle Officer Assignment Pay

Employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive the equivalent of two hundred fifty-three dollars and eighty-five cents (\$253.85) biweekly (approximately five hundred fifty [550] dollars per month).

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

H. Toxic-Chemical Assignment Pay

Employees on paid status who are trained, certified and assigned by management to a detail, unit, or task force who:

- a) Perform toxic investigator duties; or
- b) Investigate and/or seize, render safe and/or dismantle clandestine labs (including THC extraction labs); or
- c) Investigate other crime scenes that potentially risk exposure to toxic chemicals which can be absorbed into the body transdermally or via airborne transmission;

Shall be paid, in addition to the regular salary, the equivalent of one hundred six dollars and fifteen cents (\$106.15) biweekly (approximately two hundred thirty [230] dollars per month).

These toxic chemicals include, but are not limited to, volatile organic compounds; acids and bases; and drugs such as methamphetamine, concentrated THC, hallucinogens, carfentanyl, fentanyl, and/or analogs thereof.

I. Mounted Unit Assignment Pay

Employees on pay status and assigned to the Mounted Unit on a regular, full-time basis shall receive the equivalent of one hundred ninety-eight dollars and forty-six cents (\$198.46) biweekly (approximately four hundred thirty [430] dollars per month).

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

J. Harbor Patrol Assignment Pay

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

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

K. Dive Team Assignment Pay

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

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

L. Major Accident Investigation Team (M.A.I.T.) Pay

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

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

M. Inmate Transportation Pay

Employees on pay status with a Class A or Class B driver's license and assigned to Inmate Transportation on a regular, full-time basis shall be paid a monthly premium of seventy-five (\$75) dollars per month, approximately (\$34.62) biweekly.

N. Canine Handler Maintenance Pay

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

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

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

Premium pays in Sections O, P, Q, and R each contain subsections. Within Sections O, P, Q, and R, employees may receive a premium pay under only a single subsection at a time. For example, someone that receives Section O.1 pay cannot also receive the premium pay outlined in Subsection O.2 pay. The same principle applies to Sections P, Q, and R. This is not intended to change or impact any existing practice of how other premium pays are applied or how other premium pays interact with Sections O, P, Q, and R.

O. Hazardous Devices Assignment Pay and Hazardous Devices for Explosive Detection Squad Assignment Pay

1. Employees on pay status and assigned to the Hazardous Devices Squad or Explosive Detection Squad on a regular, full-time basis shall receive the equivalent of five hundred thirty five dollars and thirty eight cents (\$535.38) biweekly (approximately one thousand one hundred sixty [1160] dollars per month).
2. Employees on pay status and assigned to the Hazardous Devices Squad or the Explosive Detection Squad on a regular, full-time basis receiving Hazardous Devices Assignment Pay who are also trained, certified and assigned by management to dive as a part of their job duties shall receive the equivalent of seven hundred forty six dollars and seventy seven cents (\$746.77) biweekly (approximately one thousand six hundred eighteen [1618] dollars per month).

3. Employees assigned as regular substitutes to the Hazardous Devices Squad or Explosive Detection Squad shall, in addition to their regular salary, receive the equivalent of two hundred thirty five dollars and thirty nine cents (\$235.39) biweekly (approximately five hundred ten [510] dollars per month).
4. In the event an employee assigned to the Hazardous Devices Squad or Explosive Detection Squad is on pay status for a portion of a pay period, Hazardous Devices Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).
5. Employees may not pyramid any pay from this Section O (Hazardous Devices Assignment Pay) with the pay in Art. I, Sec.4.K. (Dive Team Assignment Pay).

P. Aircraft Assignment Pay

1. Helicopter Observer Assignment Pay

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

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

Employees on pay status and assigned as a Helicopter Pilot or a Fixed Wings Pilot/Observer on a regular, fulltime basis shall receive the equivalent of two hundred sixty-seven dollars and sixty-nine cents (\$267.69) biweekly (approximately five hundred eighty [580] dollars per month).

3. Air Support Special Operations Pilot Assignment Pay

Employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis who meet the minimum training, qualifications to serve as an Air Support Special Operations Pilot shall receive the equivalent of seven hundred six dollars and fifteen cents (\$706.15) biweekly (approximately one thousand five hundred thirty [1,530] dollars per month).

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

Q. Training Officer Assignment Pay and Master Field Training Officer Assignment Pay

1. Training Officer Assignment Pay

- Employees employed by the District Attorney's Office on a regular full-time basis who are assigned to train District Attorney employees shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.
- Employees assigned to Patrol on a regular, full-time basis who are assigned to train Deputies shall be paid three dollars and fifty cents (\$3.50) per hour for all hours assigned to perform such training functions.
- Employees assigned to the Jail on a regular, full-time basis who are assigned to train Deputies shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.
- Employees assigned to Harbor or Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall continue to be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.

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

2. Master Field Training Officer Premium Pay

A.

- 1) Master Field Training Officer shall receive a premium pay of \$320.77 per pay period (approximately six hundred ninety five [\$695] dollars per month) in lieu of the \$3.50 per hour Training Officer Assignment Pay;
- 2) 30 positions designated as Master Field Training Officer assigned to Patrol Field Operations and/or Field Training Bureau working in the capacity of the Patrol Field Training Operations;
- 3) The Sheriff's Department agrees to maintain the 30 Master Field Training Officer positions and shall fill any vacated position within a reasonable time period to accommodate recruitment;
- 4) Master Field Training Officers may be reassigned based on the needs of the Department's Field Training Program with the proper 14 day advance notice.

- B. The Master Field Training Officer four tier promotional points system is as follows:

<u>Current</u>	
05-08 months 1 point	X 3 = 3 points
09-12 months 2 points	X 3 = 6 points
13-16 months 3 points	X 3 = 9 points
17+ months 4 points	X 3 = 12 points

- R. Tactical Support Team Assignment Pay and Tactical Support Team for Crisis Negotiator Assignment Pay

1. Tactical Support Team Assignment Pay

Employees on pay status and assigned to the Tactical Support Team on a regular, full-time basis shall receive four (4) percent of employee's basic hourly rate.

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

2. Tactical Support Team for Crisis Negotiator Assignment Pay

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

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

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Effective the first day of the first full payroll period following adoption of this memorandum of understanding by the Board of Supervisors [effective, December 29, 2023], the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 8.00%.

Effective June 28, 2024, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 5.00%.

Effective June 27, 2025, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 4.00%.

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 3.B, 3.C, 3.D., and 3.E. below.
- B. New employees hired into the Deputy Sheriff I classification, who possess a California P.O.S.T. certificate at time of hire, Basic or higher, may be placed on any of the first seven (7) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.
- C. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.
- D. The Sheriff and District Attorney may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may

be made only when, in the discretion of the Sheriff or District Attorney there is a direct and measurable benefit to the County for such appointment.

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

Section 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 Department Head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first fifty-two (52) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, Parenthood Leave or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, Parenthood Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or Parenthood Leaves.
- D. An employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed four thousand one hundred sixty (4160) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of four thousand one hundred sixty (4160) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. An employee promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days from/after the effective date of the promotion, shall receive his or her performance evaluation prior to the effective date of the promotion. The performance evaluation will be based on performance up to the effective date of promotion. Any step increase resulting

from the performance evaluation will increase the employee's step in the lower classification and will be effective the pay period immediately prior to effective date of the promotion. Salary on promotion shall be the recruiting step for the higher classification or an amount closest to a two-step increase above the salary level (including any merit increase) that is effective on the date of the promotion, whichever is higher, but not to exceed the top step of the range.

- F. 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- 2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant allowable merit increases beyond Step 7, and if granted, in what amounts, shall be solely within the discretion of the Department Head, and shall be based on merit.
- G. If, in the Department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
- H. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

- A. Except as modified by B., below, a regular, limited-term or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first fifty-two (52) weeks of service in the new class. Employees promoted prior to the above effective date(s) shall remain subject to a merit step increase eligibility date following completion of the pre-existing twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the

employee had remained in the class to which he or she was promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

Section 5. Salary on Reduction in Class

- A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 5.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in new class.
- C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
- D. When a regular, limited-term or probationary employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:

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

Y-RATE SCHEDULE

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

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

Section 6. Salary on Reclassification

- A. The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:
 1. a. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase date and probationary status remain the same as in the former class.

- b. If the recruiting step is higher, the employee's salary shall be advanced the number of steps difference between recruiting steps.
 - c. If the recruiting step is lower the regular and regular limited-term employee's salary remains the same.
 - d. Probationary and probationary limited-term employees reclassified to a lower recruiting step shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- 2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A. or 4.B.
 - 3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 5.D.

Section 7. 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 3.C, D or E.
- B. A former County employee on paid County retirement may be reemployed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range or the flat rate for the class, if applicable.

Section 8. Changes in Salary Allocation

If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range the salary of each employee shall be determined in accordance with Article II, Section 5.D., above.

ARTICLE III EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT

Section 1. Objective

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

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

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

Section 2. Eligible Employees

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

Section 3. Reimbursement Eligibility

A. The following are eligible for reimbursement

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

B. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

- C. Courses are not eligible for reimbursement if they:
1. Are taken to bring unsatisfactory performance up to an acceptable level;
 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 3. Duplicate available in-service training; and/or
 4. Duplicate training which the employee has already had.

Section 4. Nature of Reimbursement

- A. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.
- B. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.
- C. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.
- D. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
- E. Public Service Institute (PSI) courses are not eligible for reimbursement.
- F. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.
- G. Effective October 11, 2019, the maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$10,000.

ARTICLE IV GENERAL PERSONNEL PROVISIONSSection 1. ProbationA. New Probation1. Full-Time Employee

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

2. Part-Time Employee

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

B. Promotional Probation

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

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. An employee on promotional probation may be failed at the sole discretion of the Department at any time without right of appeal or hearing.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class of Deputy Sheriff Trainee for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand five-hundred twenty (1520) hours shall equal thirty-eight (38) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension with the first day of the pay period after said extended date.
2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.
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.

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

Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term, full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.
- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.
- D. The Department shall notify an employee in writing as soon as practicable if it appears that his/her work performance may result in denial or deferral of his/her merit increase and/or a substandard performance evaluation, so that the employee may attempt to correct such conduct.

Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

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

Section 4. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XII, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.
- C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. The Department may, at its option, waive the one hundred sixty (160) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred sixty (160) regularly scheduled hours but less than eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the

remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

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

Section 6. Reemployment of Employees on Disability Retirement

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

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

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

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

Section 7. Reemployment of Regular Employee

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

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of

determining eligibility for movement to another class in the County service or transfer from one (1) Agency/Department to another.

Section 9. Intradepartmental Transfers

- A. Intradepartmental transfers under this Section shall be limited to employees classified as Deputy Sheriff I or II assigned to Patrol or Jail. The provisions of this Section shall not take precedence over promotional or reduction procedures.
- B. Employees who wish an intradepartmental transfer to Patrol or Jail shall be placed on a Transfer Seniority List for each assignment area in order of seniority. It shall be the sole responsibility of the employee to request placement on such lists. Seniority for purposes of this Section only, shall be determined by (1) rank or grade and (2) continuous time in rank or grade and (3) continuous time in the Department. Ties shall be broken in a manner that is mutually acceptable to the employees involved. Transfer Seniority Lists shall not be used for any other purpose except as described herein.
- C. When a vacancy occurs in Patrol or Jail, the Department shall utilize the appropriate Transfer Seniority List for filling such vacancies starting with the most senior employee. The selection of the most senior employee shall not be automatic but shall be based on the following considerations:
 - 1. The employee holds the same classification as the vacancy.
 - 2. The employee meets all of the training, experience, qualifications and abilities for the vacancy as determined solely by the department.
 - 3. The overall needs of the Department as determined solely by the Department Head can be met by such transfer.
- D. The provisions of this Section shall not be subject to the grievance procedure contained herein nor be subject to judicial review.

ARTICLE V LEAVE PROVISIONSSection 1. Sick LeaveA. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).
3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
4. Except as required by law, extra help employees shall not earn Sick Leave.

B. Permitted Uses of Sick Leave

Sick Leave may be used for:

1. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;
2. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member, defined as the employee's father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild or legal ward as those terms are defined by Labor Code section 245.5(c);
3. An employee to attend to the health and safety of the employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).
4. Absence from duty because of personal emergencies or personal business not to exceed forty (40) working hours during the fiscal year.
5. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

6. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or 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.

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

C. Illness While on Paid Vacation

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

1. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
2. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.
3. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
4. Upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the period of disablement.

D. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

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

E. General Provisions

1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused Sick Leave.

Section 2. Bereavement Leave

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

- A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, civil-union 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 paid 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. Time off shall be taken in whole shift increments and may be taken nonconsecutively. 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 V - Section 1, Article VI, or Article VII.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

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

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be taken only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation or annual leave be used prior to granting such Leave.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.
3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 15, and applicable law, shall be granted Official Leave to the extent required by such law. The Department may require that all or a portion of compensatory time and vacation be applied toward the absence. Where appropriate under the provisions of Article V, Section 1.B., above, the employee may be required to apply all sick leave accruals toward the absence before an Official Leave will be authorized. In addition, the employee may be required to apply all annual leave accruals toward the absence, except that the use of annual leave accruals below 100 hours shall be at the discretion of the employee.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the

employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.

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

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Non-occupational Disability

- A. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave compensatory and vacation time and annual leave have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. This provision does not apply to pregnancy disability leave.
 4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's

coverage under the County's group health plan for the duration of the leave, not to exceed 17 1/3 weeks over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

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

Section 8. Leave for AOCDS Business

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

1. AOCDS shall make such a request to the employee's Department Head at least seven (7) days in advance.
 2. AOCDS shall not request that such Leave be effective for more than eight (8) employees on any workday for the combined Peace Officer and Supervising Peace Officer Units.
 3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.
- B. In addition to the Leave allowed in A. above, the County shall allow three (3) employees designated by AOCDS up to seven (7) working days absence without pay during each payroll year for the term of this Agreement, subject to the conditions contained in A.1., 2. and 3., above. AOCDS may, upon seven (7) days notification to the County, designate a replacement employee to assume the unused balance of a formerly designated employee's seven (7) days Leave.
- C. Compensatory Time Trust Fund
1. The County agrees to administer a trust fund to which employees may contribute compensatory time for the sole purpose of reimbursing employees who are on Leave for AOCDS Business as specified in A., above.
 2. In October of each year, employees may designate two (2) hours of their compensatory time to be credited to the trust fund. Once made, such contributions shall not be revocable.
 3. Compensatory time will be credited to the fund at the contributing employee's base hourly rate of pay. Reimbursement to employees granted Leave pursuant to A., above, shall be at the employee's base hourly rate of pay not to exceed eight (8) hours per day. In those cases where overtime is paid to an employee who replaces an employee granted Leave, the overtime premium (one-half [1/2] time) shall be paid from the fund.
 4. If the funds in the trust fund are insufficient to cover all or any part of a Leave, the funds shall be disbursed in the same order as the Leave was approved and the County shall not be liable for providing any additional funds to the trust fund.
 5. AOCDS shall indemnify and hold the County harmless from any liability or claim arising out of the administration of the trust fund.
 6. AOCDS agrees to reimburse the County for reasonable cost of administering the trust fund upon request.

Section 9. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- C. When an employee has been absent without authorization and the County plans to invoke the provisions of section 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. a statement of the County's intention to accept and enter the employee's automatic resignation, the date the County plans to take this action and it's effective date as determined by A, above;
 2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the date the County plans to accept and enter the automatic resignation;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the date the County plans to accept and enter the automatic resignation, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.

- E. An employee who is permitted to continue his or her employment pursuant to subsection C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article X, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

- A. A regular, limited-term or probationary employee shall be granted upon request a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or legal adoption of a child provided the employee meets the following conditions:
 - 1. The requested Leave is within six (6) months before or after the expected date of birth or legal adoption of the child.
 - 2. Sufficient documentation of such birth or legal adoption is submitted with the request for Leave.
 - 3. Such employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours.
 - 4. All accrued vacation and compensatory time and the portion of annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.A. of Article VII - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job-related in accordance with Article XIII, Section 1.B., a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits.
- B. Workers' Compensation Leave shall continue until the employee:
 - 1. is determined to be physically able to return to work by a County-designated physician;
 - 2. is determined to be physically able to return to work with medical restrictions which the department can accept;
 - 3. accepts employment outside the County;
 - 4. accepts employment in another County position;
 - 5. is retired pursuant to appropriate Government Code provisions.
- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.
- D. If an employee's Workers' Compensation Leave or 4850 Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.
- E. For employees on Workers' Compensation Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. AOCDS Presidential Leave

- A. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to the President of AOCDS for the term of this Memorandum of Understanding provided that:
 - 1. AOCDS promptly reimburses the County for all AOCDS President salary expenses* incurred during the Presidential Leave.
 - 2. AOCDS promptly reimburses the County for all AOCDS President retirement, insurance and P.O.S.T. benefit expenses* incurred during the Presidential Leave of Absence.

3. The employee shall continue to participate in weapons qualification and any legally mandated training.
4. The employee shall continue to conform to department rules, regulations and grooming standards that are not inconsistent with Presidential Leave.

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

- B. Vacation, sick leave or annual leave accrual rates will apply to the employee as though he or she were on duty status.
- C. Vacation, sick leave or annual leave accrued during Presidential Leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.
- D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.
- E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
- F. Layoff points shall not be affected by Presidential Leave.
- G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. AOCDS shall not be obligated for reimbursement costs listed in A.1. and 2. for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. and 2. above shall be suspended during said emergency recall.
- H. Not more than one (1) employee in the combined Peace Officer and Supervising Peace Officer Units shall be eligible for Presidential Leave at any one (1) time.

Section 13. AOCDS Leave

- A. AOCDS may request leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to a member of AOCDS during the term of this Memorandum of Understanding. AOCDS shall make the request a minimum of fourteen (14) days prior to the day it is requested to begin for employees in the Deputy Sheriff I and Deputy Sheriff II classes; and a minimum of six (6) months prior to the day it is requested to begin for employees in Investigator and Sergeant classes. The County will grant the request unless there is good cause for denial provided that:
1. AOCDS promptly reimburses the County for all member salary expenses* incurred during the leave.
 2. AOCDS promptly reimburses the County for all member retirement, insurance and P.O.S.T. benefit expenses* incurred during the leave.
 3. The employee shall continue to participate in weapons qualifications and any legally mandated training.
 4. The employee shall continue to conform to department rules, regulations and grooming standards that are not inconsistent with the leave.
- B. Vacation, sick leave or annual leave accrual rates will apply to the employee as though he or she were on duty status.
- C. Vacation, sick leave or annual leave accrued during the leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.
- D. The probation period, if applicable, shall be extended by the length of the leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.
- E. The employee's eligibility for promotional examinations shall not be affected by the leave.
- F. Layoff points shall not be affected by the leave.
- G. In the event emergency recall of the employee becomes necessary, the leave may be suspended or cancelled during the course of the emergency. AOCDS shall not be obligated for reimbursement costs listed in A.1 and 2. for the period that leave is suspended or cancelled. Provisions of A.1. and 2. above shall be suspended during such emergency recall.

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

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

Section 14. Catastrophic Leave

- A. A bona fide Catastrophic Leave program is established for serious medical conditions and major disasters defined by Federal law;
- B. To qualify under the bona fide Catastrophic Leave program for a serious medical condition, employees will be required to sign a form stating that they or their eligible family member(s) have a qualifying serious medical condition which will require them to be on unpaid leave for at least 14 calendar days;
1. A serious medical condition will be defined by the Family Medical Leave Act;
 2. Eligible family member(s) will be defined by the AOCDS and County of Orange MOU Bereavement Leave provisions;
- C. The County shall administer any catastrophic leave requests pertaining to a major disaster defined by Federal law with the creation and administration of a County leave pool;
- D. A non-bona fide catastrophic leave program will remain in effect for individuals to donate hours for "other serious circumstances." It is understood that the donor would be taxed for any contributions under these circumstances;
- E. Employees will be required to be on an unpaid leave for at least 14 calendar days and to disclose the reason for catastrophic leave under "other serious circumstances";
- F. Applicable to the bona fide and non-bona fide leave plans, the minimum amount of time that can be donated is two (2) hours and the maximum amount of time is twenty-four (24) hours; employees may donate any combination of annual leave, comp time, sick leave or vacation time up to the maximum of 24 hours.
- G. Applicable to the bona fide and non-bona fide leave plans, donated hours will generally be processed on a "first-come, first-used" basis;
- H. Applicable to the bona fide and non-bona fide leave plans, hours donated will be processed in 80 hour increments for the duration of the employee's Catastrophic Leave; once the Catastrophic Leave period ends, any remaining

hours donated will be processed and will be returned to the donor; donated hours will be added to annual leave, sick leave or vacation, whichever is applicable.

- I. Applicable to the bona fide and non-bona fide leave plans, hours donated will be transferred on a straight hour to hour basis. The current conversion formula will be eliminated;
- J. Applicable to the bona fide and non-bona fide leave plans, all County agencies and departments shall be required to distribute all Catastrophic Leave requests on a countywide basis;
- K. If it is determined that an employee who has received pay under the Catastrophic Leave Program has been off of work as a result of a job-incurred injury (Worker's Compensation) and that employee is eligible for, and receives, compensation pursuant to Labor Code 4850 to cover the period of time that he or she is unable to work, any payments made pursuant to the Catastrophic Leave Program and any remaining hours donated on behalf of that employee shall be returned by the County to the donors; donated hours will be added to annual, vacation or sick leave, whichever is applicable.
- L. Any donated hours which have been processed for eligible employees prior to July 4, 2008 will remain on the employee's books under the terms of the former Catastrophic Leave Program.

Section 15. Family Leave

A. General Provisions

- 1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Fair Employment and Housing implementing the California Family Rights Act (CFRA). Unless otherwise provided by this Section "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.
- 2. Family Leave may be used in the following situations:
 - a. An employee's serious health condition which makes the employee unable to perform the essential functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
 - b. The birth of a child and in order to care for the newborn child within one year of birth.

- c. Placement of a child for adoption or foster care within one year of 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" as defined under the FMLA arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces. Qualifying exigencies include attending certain military events, rest and recuperation, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment, reintegration briefings, and arranging for parental care.
 - f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered 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 AOCDS agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
 4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
 5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
 6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A father or mother may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the Department shall determine whether sick leave, compensatory, vacation time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article V, Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no such case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. For leave for a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces, the employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to Department operations.

C. Verification

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

Any employee covered by this MOU involved in a traumatic critical incident, which could include an Officer-Involved Shooting incident, will be required to take three (3) working days off (with pay).

The three (3) days will be treated as “hours worked” under Article I, Section 1.B.

Section 17. Leave Article Working Group

The County and AOCDS agree to participate in a working group to discuss clarifying language regarding Leaves of Absences, including streamlining language for understandability and to ensure compliance with statutory requirements.

ARTICLE VI VACATIONSection 1. Accumulation of Vacation and Vacation Cash Outs

- A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.

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

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

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

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

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

1. If an employee has 270 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically feasible.
2. If at any time during a fiscal year an employee has more than 270 hours of accrued vacation hours, the employee shall be permitted to cash out up to ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

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

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 270 hours of accrued vacation hours at any point in the fiscal year. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

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

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

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

G. Vacation and Annual Leave Cash Out – Compensation Earnable

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

Section 2. General Provisions

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

- B. Effective October 25, 2019, employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.
- C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article VI, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- D. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years (Article VI, Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Additional vacation earned during the period of vacation may be taken consecutively.
- F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- G. Vacations shall be scheduled for employees by their department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations: Contract cities individually
Unincorporated areas
Investigators

West Operations: Investigators
Sergeants (Patrol and Investigation)

North Operations: Investigators by Detail
Patrol
Transportation
Air Support
Airport Detail

Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

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

- H. No scheduled vacation will be cancelled except in cases of emergency.
- I. No employee shall be required to return to work for the County in any capacity during the time of his or her paid vacation from the County service, except in cases of emergency.
- J. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.C.
- 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, Deputy Sheriff-Emergency Service, 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. The Sheriff-Coroner Department agrees not to delete available vacation time periods from the vacation eligibility list without providing employees another opportunity to select additional vacant/available vacation weeks.

ARTICLE VII ANNUAL LEAVE PLAN PROVISIONS

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

As discussed more fully in Section 4 of this Article, effective January 6, 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles V., Section 1. and VI.

Section 1. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be used for the reasons, and according to the terms, for use of sick leave under Article V., Section 1.
- B. Annual leave may be used for an absence from duty because of personal emergencies not to exceed three (3) shifts of annual leave hours during the fiscal year.
- C. Annual leave may be used for an absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- D. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- E. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

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

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations:	Contract cities individually
	Unincorporated areas
	Investigators

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

GET
VDP
Narcotics

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

- B. No scheduled annual leave will be cancelled by the department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 3. General Provisions

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

Section 4. Payoff of Unused Annual Leave

- A. Payoff of unused annual leave during employment shall be administered according to Article VI. Section 1.F.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	160 hours maximum paid at 100%
3 but less than 10	240 hours maximum paid at 100%
10 but less than 12	240 hours maximum paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, i.e., 10 years of service equals 20% cash value for remaining balance up to 1600 hours.
12 or more	320 hours paid at 100%; remaining balance (to a maximum of 1600 hours) obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance up to 1600 hours; 25 or more years of service equals 50% of the remaining balance up to 1600 hours.

15 or more

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

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 360 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article VI, Section 1.D. remaining hours, up to the accrual limits specified in Article VI, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article VI, Section 2), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

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

D. Annual Leave Payoff on Retirement

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

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

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

- A. Employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article V, Section 1 and Article VI.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the forty (40) Vacation hours that may be used pursuant to Article VI, Section 2.B.

ARTICLE VIII HOLIDAYSSection 1. Holidays Observed

A. County employees shall observe the following holidays:

- 2023: Independence Day, July 4
 Labor Day, September 4
 Native American Day, September 22
 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 2
 Native American Day, September 27
- 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 12
 Washington's Birthday, February 17
 Memorial Day, May 26
 Independence Day, July 4
 Labor Day, September 1
 Native American Day, September 26
- Veteran's 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 Superior Courts, employees in the District Attorney's Office and the Sheriff-Coroner Department assigned in the Court Services Division who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday falls on a Sunday, the next day shall be observed as the holiday.
- D. When a holiday falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.

Section 2. Eligibility for Holiday Pay

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- E. Only regular, limited-term and probationary employees shall be eligible for holiday pay.

Section 3. Holiday Pay

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

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

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

- E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.
- F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
- G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the employee, as provided in Article I, Section 3.C.2. of this Agreement.

ARTICLE IX REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

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

1. The per mile reimbursement rate shall be adjusted as follows:
 - a. For Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either the IRS rate or the highest rate which applies to any represented employees of the County.
 - b. For all other employees, the reimbursement rate shall be the higher of the IRS rate or the rate which applies to the largest total number of represented employees of the County.

B. DA Investigator Mileage Claims

Investigators assigned to the District Attorney's Office shall be paid in accordance with the District Attorney Reimbursement Schedule (within approximately 2 pay periods and no more than 30 days). If a mileage reimbursement request is submitted properly and on time by the employee, but is not timely paid, a DA Investigator may request a supplemental warrant to satisfy the mileage reimbursement claim.

Within three (3) business days of that request, the Office of the District Attorney agrees to request the Auditor/Controller issue the supplemental warrant forthwith.

Section 2. Personal Property Reimbursement

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

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability

insurance, transport witnesses and prisoners and incur other miscellaneous expenses, the County shall pay a five hundred fifty (\$550) dollar annual transportation expense allowance to Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year. Additionally, the County shall pay five hundred fifty (\$550) dollars to Investigators who drive more than six thousand (6000) miles on County business in a fiscal year.

Section 4. Insurance Deductible Reimbursement

Investigators assigned to the District Attorney's Office who drive their private vehicles in the performance of County law enforcement duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars (\$1000) in the event of an on-duty vehicle accident or damage to the vehicle.

In order to receive reimbursement, the employee shall provide to the District Attorney's Office sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or, where the damage did not result from a collision with another vehicle on a public roadway, a memorandum detailing the circumstances that led to the damage, and a receipt showing the deductible amount was paid by the employee before reimbursement will be made to the employee.

Should the employee receive future reimbursement of the deductible amount from another source, it shall be the responsibility of the employee to return the amount previously reimbursed back to the District Attorney's Office.

ARTICLE X DISCIPLINARY ACTIONSection 1. Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a score of less than three hundred [300] points) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

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

- A. In suspending a regular, limited-term or probationary employee for more than five (5) days, or in reducing in class a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in reducing in salary a regular or limited-term regular employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. a description of the proposed action and its effective date(s);
 - 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. copies of material on which the proposed action is based;
 - 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 5. a statement of the employee's right to representation;
 - 6. a statement of the employee's right to appeal should such proposed action become final.
- B. In suspending a regular, limited-term or probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

- C. Prior to the effective date of such suspension, reduction in class or salary, or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself or herself or may be represented in the disciplinary hearing by the AOCDS. An employee may not use privately retained counsel at the hearing.
- F. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after the response period in C., above, for suspension of five (5) days or less.
- G. Should a proposed reduction in class or salary or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.
- H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. Suspension

- A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article XI, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 4. Reduction in Class or Salary

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

- C. In accordance with the provisions of Article XI, an appeal of reduction in class for reasons of unsatisfactory performance or physical disability, or an appeal of reduction in salary for unsatisfactory performance, shall be initiated at Step 2 of the grievance/appeal procedure; except that reductions in class or salary imposed by the County Executive Officer may be referred directly to arbitration.
- D. The parties may agree if requested by AOCDS, to substitute the Reduction in Salary form of discipline for a proposed suspension. The Reduction in Salary form of discipline may only be imposed in place of a proposed suspension if requested by AOCDS.

Section 5. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with the provisions of Article XI, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

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

ARTICLE XI GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

- A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
 - 1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
 - 2. matters which have other means of appeal;
 - 3. position classification;
 - 4. standard or better performance evaluations.

Section 2. Basic Rules

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a County representative does not render a decision to the employee within the time limits, the employee may within fourteen (14) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and AOCDS any step of the grievance procedure may be waived.
- D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, Department-wide or County-wide basis in an emergency situation. AOCDS may appeal this decision to the Board of Supervisors.
- E. Upon written consent of the parties, i.e., the representatives of the County and the employee or his or her representative, the time limits at any step in the procedure may be extended.
- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.
- H. The County grievance files shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.
- I. If, within three hundred sixty-five (365) days of the initial request for a grievance/appeal, the County and AOCDS have not yet calendared the final applicable step in the grievance/appeal process, including arbitration if applicable, the grievance is considered withdrawn and resolved. This three hundred sixty-five (365) day time limitation applies to any and all types of grievances, including, but not limited to, disciplinary appeals. It also applies to the calendaring of any and all arbitrations, regardless of whether arbitration is the final step or the only appeal in the grievance/ appeal process. The final step in the grievance/appeal process and arbitration need not actually occur within the three hundred sixty-five (365) day window, provided they are timely calendared as required herein.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

- A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure, or by an AOCDS appointed attorney in appealing a discharge. Employees are not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.
- B. If an employee represents himself or herself in arbitration and/or AOCDS informs the County that the employee's grievance/appeal seeks an interpretation of the MOU that AOCDS disputes, AOCDS may have separate AOCDS representatives present at the arbitration and, if necessary, shall have the right to present AOCDS' interpretation of the provisions of the Agreement at issue. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS. The County will endeavor to provide copies of all

grievances/appeals filed by employees to AOCDS as soon as reasonably practicable.

Section 5. Time Off for Processing Grievances/Appeals

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

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

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

1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
 - a. the representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Internal Grievance/Appeal Steps

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

Step 1: Agency/Department Head

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

Step 2: Chief Human Resources Officer

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

- a. an alleged misinterpretation or misapplication of this Memorandum of Understanding;
- b. a substandard performance evaluation;
- c. a deferment or denial of a merit increase, or a disputed merit increase;

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

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

Mediation

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

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

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within fourteen (14) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance, subject to Section 2(I) above.
2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to the agreed-upon arbitrator and to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

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

- b. An appeal from any discharge or from a suspension or reduction in class or salary imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within fourteen (14) calendar days from the date the action becomes final.
- c. All disciplinary appeals shall be signed by an employee or a staff representative of AOCDS and shall be submitted in writing as follows:

Was (employee's name) suspended/reduced in class or salary/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article XI, Section 8. of this MOU?
- d. As soon as practicable after a suspension, reduction in class or salary or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Fact and Remedies

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

a. All Disciplinary Actions

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

b. Suspension/Reductions in Class or Salary

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

- c. Contingent upon mutual agreement, the parties may agree that Article XI, Section 8.B.2 of the Memorandum of Understanding does not prohibit an arbitrator from reducing a suspension to lesser discipline, including a lesser suspension.

d. Discharges

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

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

e. Restriction on Remedies

- 1) The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.
- 2) Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article IV, Section 1.C.1. shall be as follows and shall be submitted consistent with Section 8.A., above:
 - a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?
 - b. If so, what shall the remedy be under the provisions of Article XI, Section 8.B.2., Findings of Facts and Remedies of the Memorandum of Understanding between the County and AOCDS?
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no violation of Article 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. If the grievance/appeal is decided by an arbitrator the grievant/appellant and AOCDS relinquish any current or future claim to seek or obtain remedy through any other County appeal procedures.
2. The cost of an arbitration (court reporter, arbitrator fees, and costs associated with arbitration selection) 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 arbitral issues, the proper division of costs shall be determined by the arbitrator.
3. Grievance/Appeal hearings by an arbitrator shall be private.
4. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer. The parties agree that, in general, a court reporter will not be used in an arbitration appeal hearing of a suspension of less than forty (40) hours. If both the parties wish to use a court reporter, the parties shall share the court reporter costs equally. If one party wishes to use a court reporter and the other party declines, the party wishing to use the court reporter may do so, but shall bear the full cost. However, the declining party will not be entitled to a copy of the transcript.
5. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article IV, Section 1.C.1 shall be limited to three (3) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such releases. The parties agree to, whenever

practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release.

6. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the American Arbitration Association unless the parties agree to another source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
7. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
8. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
9. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
10. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to

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

11. The County and AOCDS each shall be allowed to have at least one (1) of their own employees, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
12. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to judicial review.

Section 9. No Strike Provision

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

ARTICLE XII LAYOFF PROCEDURE

Section 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.
- C. When two (2) or more agencies/departments are consolidated, or when one (1) or more functions of one (1) agency/department is transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.
- D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2. Order of Layoff

- A. When a reduction in the work force is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Department Head shall be laid off in an order based on consideration of:
 - 1. employment status;
 - 2. past performance;
 - 3. length of continuous service with the County.
- B. Layoffs shall be made by class within the department except that:
 - 1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.
 - 2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of the department.

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

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

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

Layoff Points:

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

Section 4. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.
- C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6., and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to the department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

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

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

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

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

- B. The names of persons laid off shall be placed on a COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off, and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.
- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
 2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to AOCDS and affected employees upon reasonable request.

Section 8. Status on Reemployment

- A. An employee who has been laid off under the provisions of this Article and subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
1. All sick leave or annual leave left on the employee's account when laid off shall be restored.
 2. All seniority points held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining Sick Leave and vacation, earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article IV, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

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

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

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

Section 1. On-the-Job Injuries

A. Medical Treatment & Notification

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

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

B. Disability Payments and Leave

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

Section 2. Exhaustion of 4850 Benefits

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

1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
2. he or she shall be placed on Workers' Compensation Leave pursuant to Article V, Section 11.; and
3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.

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

- C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered County service for merit increase eligibility and completion of the probation period.
- D. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation or annual leave earning rates.

Section 3. Medical Insurance

A. Medical Insurance Contribution

- 1. Effective at the start of the first payroll period commencing on or after January 1, 2019, the County shall contribute \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 2. Effective July 2, 2021 the County shall contribute \$1,493 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 3. Effective July 1, 2022 the County shall contribute \$1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 4. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier.
- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
 - C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 4. AOCDS Medical Benefits Insurance Trust ("Trust")

- A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.
- B.
 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section 4.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.
 2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in the representation units and retirees of the representation units on an equal basis regardless of membership status.
 3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.
 4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the

administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:
 - a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;
 - b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;
 - c. Summary of enrollment by active employees and retirees by plan and by tier;
 - d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and
 - e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part "B" reimbursements.
 6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.
 7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve ("PSR") or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.
- C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section 4.G. The audit of the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA's independent opinion as to whether the financial statements are in conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.
1. The audited Statement of Changes in Net Assets Available for Benefits

shall contain separate line items for each of the following items:

- a. County Contributions for Active Participants;
 - b. County Contributions for Retiree Grants;
 - c. Participant Contributions made by County employees;
 - d. Participant Contributions made by County retirees;
 - e. Participant Contributions made by County COBRA participants;
 - f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;
 - g. Group Insurance Premiums Paid for County Active Participants;
 - h. Group Insurance Premiums Paid for County Retiree Participants;
 - i. Group Insurance Premiums Paid for County COBRA Participants, and
 - j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.
2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.
 3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.
- D. The auditor selected to perform the joint financial statement audit in Section 4C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA (American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same plan year as the plan year audited in Section 4C and agreed upon jointly by the Trust and the County prior to the start of the audit.
1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part "B" premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;
 3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.
 4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.
 5. The auditor shall use at a minimum a sample size of 30 and a sample selection from at least one month of each quarter of the audited year.
- E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.
- During the term of this MOU, the Trust shall have an actuarial study prepared at the end of plan year June 30, 2025 to determine the appropriate level of trust reserves. A copy of the final report shall be provided to the County no later than January 31, 2026.
- F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2017 have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under section 4(C) outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.
- G. The auditor for the audit in section 4C and for the agreed upon procedures in section 4D shall be selected every three (3) years as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience

and expertise in the auditing of benefits trusts for the County's consideration. A County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

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

AOCDS will evaluate the auditor candidates on the following criteria but not limited to:

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

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide the Trust and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal years.

If either the County or AOCDS choose to terminate the contract with the auditor prior to that contract expiring, the parties will then begin the process outlined above to select a replacement auditor.

- H. The Trust shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units

arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and the Trust plans.

- I. All regular, full-time, limited-term, part-time (at least twenty [20] hours per week), and probationary employees in classifications represented by AOCDS shall be enrolled in AOCDS medical benefit plans the first of the month following hire date.

Eligible employees failing to elect coverage within thirty (30) days of employment or eligibility (whichever is earlier) or failing to maintain medical coverage through the Trust offered medical plans will be automatically enrolled in the lowest cost Trust medical plan as employee only. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence. No employee whose retirement has been approved by the County Retirement Board to be effective after June 30, 1988 while in a classification in these units shall be eligible for County health insurance plans.

- J. The Trust shall have an open enrollment at least once a year.
- K. The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.
- L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.
- M. The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.
- N. Employees eligible for coverage under a Trust plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.
- O. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

- P. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:
1. Employee terminates.
 2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.
 3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
- Q. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.
- R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

Section 5. Accidental Death and Dismemberment Insurance

The County shall provide an Accidental Death and Dismemberment policy for death or dismemberment for all full-time Peace Officer and Supervising Peace Officer Unit employees and part-time Peace Officer and Supervising Peace Officer Unit employees whose normal workweek consists of at least twenty (20) hours. The policy shall provide benefits for death or dismemberment occurring in the line of duty.

Section 6. Other Insurance Coverage

- A. AOCDS shall maintain a trust fund for the sole purpose of providing insurance benefits such as, but not limited to, disability, dental and life insurance for employees in these Representation Units.
- B. The County shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all regular, regular limited-term and probationary employees in these Representation Units for deposit in said trust fund.
- C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Units on an equal basis regardless of membership status.
- D. AOCDS shall agree to the same audit process as outlined in Section 4. C. and D. above.

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

Section 7. Premium Only Plan

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

Section 8. Retiree Medical Plan

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

A. Retiree Medical Grant

1. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan set forth in Section C below shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County-offered health insurance plan and/or Medicare Part B premiums as provided below.
 - a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County health plan premiums, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 1. The accruals of years of service towards the Grant amount for employees were frozen as of October 12, 2007 (the beginning of the pay period of Board adoption).
 - b. The Grant will be adjusted as follows:
 1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (if eligible at no cost) and Medicare Part B.

2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at no cost) and Medicare Part B on or before October 12, 2007.
- c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant.

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

1. An employee who was employed by the County prior to October 12, 2007 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B. 2. below.
2. An employee who was employed by the County prior to October 12, 2007, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to October 12, 2007. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding October 12, 2007.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

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

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

2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d., below:
 - a. A retiree who receives a service-connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of credited County service, whichever is greater.
 - b. A retiree with a minimum of five years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible for a Grant.
 - c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the County's Retirement Administrator.
 - d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the County's Retirement Administrator grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older or eligible for Medicare, i.e. early Medicare, must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

- a. An employee who is eligible for paid retirement at the time he or she separates from County service, but elects deferred retirement, may defer participation in the Grant until such time as he or she becomes an active retiree.
 - b. An otherwise eligible employee who is not eligible for paid retirement at the time he or she separates from County service but is eligible for and elects deferred retirement shall not become eligible for participation in the Grant.
5. For purposes of this Section, a full year of credited service shall mean those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in Section 8.A. through C., shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
2. A surviving eligible AOCDS retiree who qualifies for a monthly retirement allowance who was married to an AOCDS retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. General Provisions

1. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this section.
2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
3. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.
4. In order to resolve discrepancies within the Grant, the County will provide AOCDS the Grants and supporting data for all AOCDS retirees,

and AOCDS will work with the County to resolve any discrepancies prior to the information being provided to the actuary or auditor.

F. Health Reimbursement Account

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

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

ARTICLE XIV SAFETY

Section 1. General Provisions

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The County shall make every reasonable effort to provide and maintain a safe place of employment. The AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Engineer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Engineer. During the period that the Safety Engineer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Engineer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

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

Section 3. Abatement of Violations

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

Section 4. Notification of Injuries in the Line of Duty

The County will notify AOCDS of Cal/OSHA-recordable fatalities, injuries, and illnesses as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

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

ARTICLE XV UNIFORMS

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

- Deputy Sheriff I
- Deputy Sheriff II
- Deputy Sheriff Trainee
- Investigator
- Sergeant

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

Section 1. Payroll Deduction/Membership

- A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of AOCDS. AOCDS must notify the County in writing of any new employee that joins.
- B. AOCDS shall notify the County, in writing, as to the amount of dues, deductions and service fees required of members of AOCDS and also the amount of insurance premiums required of employees.
- C. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership. AOCDS will indemnify the County from any claim that fees were wrongfully collected as the results of its failure to notify the County of membership changes.
- D. The County shall rely on the notification of new membership and election of dues deductions supplied by AOCDS. AOCDS will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.
- E. Pursuant to the notification provided by AOCDS in Section 1.A. and B. above, the County will deduct the amount of dues, deductions, service fees, and insurance premiums as determined by AOCDS and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.
- F. The County shall promptly transmit the dues, deductions, service fees, and insurance premiums so deducted to AOCDS.
- G. The foregoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties are not waiving their rights under these statutes, all of which are reserved.
- H. Dues, deductions, and service fees include, but are not limited to, "membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization" per Government Code section 1152 and "dues in, or for any other service, program, or committee provided or sponsored by, any employee organization" per Government Code section 1157.3.

Section 2. Employee Information Listing

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

ARTICLE XVII EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVIII NONDISCRIMINATION

Section 1.

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

Section 2.

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

ARTICLE XIX DEFERRED COMPENSATION

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

ARTICLE XX SEPARABILITY

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

ARTICLE XXI FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

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

Section 2. Health Care Reimbursement Account

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

ARTICLE XXII RETIREMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Effective the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification prior to the 3% at 55 retirement formula Effective Date will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 7.

- a. Subject to the modifications in subsections c. and d. below, effective the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the “3% at 55” safety retirement formula (the “Effective Date”), all new employees to safety classifications represented by AOCDS, who were not in a Safety Retirement Classification with the County prior to their date of entry into AOCDS, will be in the “3% at 55” retirement formula, as provided for in Government Code Section 31664.2.
- b. Effective on and after the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification and in the 3% at 55 retirement formula after the Effective Date, will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 8. The Public Employees’ Pension Reform Act (PEPRA) and Application to PEPRA Defined “New Members”

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating this MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are “new members” as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Section 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 9 Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXIII MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum of Understanding are retained by the County, except those specifically abridged, delegated or modified by this Memorandum of Understanding provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum of Understanding nor restrict AOCDS from consulting with management about the possible consequences of management decisions that affect employees in the Unit.

ARTICLE XXIV MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation during the term of the Memorandum of Understanding.

ARTICLE XXV SIDE LETTERS & PAST PRACTICES

The parties agree that there may be past practices that exist between the parties at the time of entering into this memorandum of understanding, which would not be superseded by the terms of the new MOU.

However, any written side letters that were in existence at the time of the Board of Supervisors' adoption (October 8, 2019) of this 2019 - 2023 memorandum of understanding shall no longer be effective and will either be revoked or superseded by the terms of the new MOU.

APPENDIX A

Classes included in the Peace Officer Unit as of June 30, 2023.

6128	Deputy Sheriff I
6130	Deputy Sheriff II
6124	Deputy Sheriff Trainee
6508	Investigator
6504	District Attorney Investigator

Classes included in the Supervising Peace Officer Unit as of June 30, 2023.

6528	Supervising Attorney's Investigator
6135	Sergeant

MEMORANDUM OF UNDERSTANDING

PEACE OFFICER UNIT
AND
SUPERVISING
PEACE OFFICER UNIT

2023~~19~~ – 2026~~3~~

COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY
DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

20~~23~~19 – 202~~6~~3

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PEACE OFFICER UNIT

AND

SUPERVISING PEACE OFFICER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Association Of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Peace Officer Unit and Supervising Peace Officer Unit for the period beginning June 30, 2023~~July 1, 2019~~ through June ~~25~~9, 202~~6~~3. Unless otherwise indicated herein, all provisions shall become effective December 19, 2023~~October 8, 2019~~.

PREAMBLE

Recognition

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

DEFINITIONS

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

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

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

COUNTY shall mean the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

ARTICLE I WORK PERIOD, OVERTIME AND PREMIUM PAY

Section 1. Work Period

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

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

B. Work Periods for Purposes of MOU Overtime

For purposes of payment of overtime under this MOU, each 28 day period shall be divided into four, seven (7) day periods, with overtime being paid for work ordered and performed in excess of the employee's regularly scheduled work hours, except as provided in 1.D. below. The beginning and ending of the seven (7) day work period will begin each Friday and end the following Thursday .

C. Work Periods for Purposes of FLSA Overtime

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

D. Work Extensions Resulting in Overtime

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

~~E. Review of Work Extension Exception~~

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

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

G. Schedules

1. Notice of Shift Changes

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

2. Shift Trades

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

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

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

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

The Shift Trade provisions shall also apply to an employee's request to modify his or her own work schedule.

3. Biannual or Monthly Shift Trades

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

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

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

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

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

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

Section 2. Rest Periods and Cleanup Time

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

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

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

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

Section 3. Overtime

A. Notification of Employees of Work Required beyond Normal Schedule

If in the judgment of the Department, work beyond the normal workday, workweek or work period is required, the Department will notify any employee who may be asked to perform such work of the apparent need for such work as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) actually worked in a seven (7) day period, except as provided in 1.D. above, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 3.C.1. below.

B. Distribution of Overtime

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

C. Payment for Overtime

1. Contract overtime shall be compensated at one and one-half (1½) times the regular rate. FLSA overtime shall be compensated as required by the FLSA.
2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the employee. Employees with existing compensatory time balances of eighty (80) hours shall be paid for all overtime work performed in excess of that amount. Not more than twice in each fiscal year, an employee may make request for and shall, upon said request, be paid for the requested portion of his or her compensatory time balance to a maximum of forty (40) hours.
3. Overtime hours worked by extra help employees shall be paid.
4. In no case may an employee's work schedule be changed during the pay period when the purpose of such change is to avoid overtime compensation.
5. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. However, compensatory time off may be used as part of the established work period to earn fringe benefits and to serve out probationary and merit increase periods.
6. An employee separating from the County service, including paid County retirement shall be paid for accumulated compensatory time in a lump sum payment.
7. An employee who wishes to request compensatory time off shall be permitted by the employer to use such time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the public agency. No scheduled compensatory time off shall be cancelled except in the case of emergency. Requests for and granting of compensatory time off will be in compliance with FLSA.
8. The Sheriff-Coroner Department may not assign compensatory time off for employees, but must consider each employee's request for single or multiple days off utilizing vacation or compensatory time. Whenever possible based on the Department's workload and staffing, and without the use of overtime for replacement, the Department will approve requests to use vacation or compensatory time off for one day or more, whether alone or in conjunction with scheduled vacation time. If the Department is not able to accommodate the employee's requested dates for vacation or compensatory time off the Department may offer the employee alternative dates, within a reasonable period.

Section 4. Premium Pay

A. Night Shift Differential

1. An employee in the class of Deputy Sheriff I, Deputy Sheriff II, or Sergeant assigned to the jail who works an assigned night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked in the jail on the assigned night shift.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m., or as agreed. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be approximately one-hundred (100) dollars per month.

B. On-Call Pay

1. When an employee is assigned on-call duty by the County, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned: (1) to be reachable by telephone or other communications device; (2) to be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours, except as provided in Section 4.C.3. below, 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. Notwithstanding the above, if an employee receives a "call back" to work within four (4) hours of the beginning of the regular shift, the employee will only be paid at time and-one-half for the time period the employee begins to work until the beginning of the employee's regular shift.

4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid.

Effective October 11, 2019, except as provided in 2. below, qualified employees who meet the following criteria shall receive 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 may include such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.
2. Qualified employees in the following classes who, in addition to meeting the criteria in 1.a. and b. above, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive sixty (60) cents per hour (approximately one hundred and four [104] dollars per month) for all hours actually paid.

Effective October 11, 2019, qualified employees in the following classes who, in addition to meeting the criteria in 1.a. and b. above, are certified by the Chief Human Resources Officer as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive seventy (70) cents per hour (approximately one hundred and twenty-one [121] dollars per month) for all hours actually paid.

Deputy Sheriff I
Deputy Sheriff II
Investigator

District Attorney Investigator
Supervising Attorney's Investigator
Sergeant

3. An employee shall not be eligible to receive more than one type of bilingual pay concurrently.
4. Bilingual pay shall not apply to Workers' Compensation supplemental pay.
5. The County shall be responsible for making testing available on a quarterly basis at a minimum.
6. AOCDS may continue to participate in a bilingual pay working group to discuss items related to bilingual premium pay.

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

1. A full-time, limited-term or probationary employee who complies with the procedure in E.4. below shall be paid five (5) percent of individual base pay for an Intermediate P.O.S.T Certificate, nine (9) percent of individual base pay for an Advance P.O.S.T. Certificate ~~and nine and one-half (9.5) percent of individual base pay for a Supervisory P.O.S.T. Certificate.~~
2. A full-time, limited-term or probationary employee who complies with the procedure in E.4. below and the following shall be paid thirteen (13) percent of individual base pay for a Supervisory P.O.S.T. Certificate. To qualify for Supervisory P.O.S.T Pay, the employee must have the certificate and be in the positions of Sergeant or Supervising DA Investigator. Any employee receiving Supervising P.O.S.T pay on or before December 28, 2023 shall continue to receive the pay regardless of their classification. Employees in any classification who have their Supervising P.O.S.T certificate or who qualify under P.O.S.T criteria for that certificate but are not receiving Supervisory P.O.S.T pay, and submit their request for Supervisory P.O.S.T pay with required documentation to the department prior to 5:00pm on December 28, 2023, shall receive the pay."
- 4.3. Employees shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on call pay not to exceed forty [40] hours per week.)
- 2.4. The employee shall submit a P.O.S.T. Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application. P.O.S.T. pay shall start the first day of the pay period following receipt by the Department of a valid P.O.S.T. Certificate and shall be paid retroactively (if applicable) to the date the employee submits their application to the

Department but not sooner to when the employee becomes eligible. If an employee submits their application prior to being eligible the Department will determine the eligibility date based on relevant criteria. This determination shall be final and is excluded from the Grievance procedures outlined in Article XI.

F. Education Incentive Pay

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

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

G. Motorcycle Officer Assignment Pay

Employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive the equivalent of ~~two hundred fifty-three dollars and eighty-five cents~~ ~~one hundred fifteen dollars and thirty-eight cents~~ (\$~~253.85~~~~115.38~~) biweekly (approximately ~~five hundred fifty~~~~two hundred fifty~~ [~~550~~~~250~~] dollars per month).

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

H. Toxic-Chemical Assignment Pay

Employees on paid status who are trained, certified and assigned by management to a detail, unit, or task force who:

- a) Perform toxic investigator duties; or
- b) Investigate and/or seize, render safe and/or dismantle clandestine labs (including THC extraction labs); or
- c) Investigate other crime scenes that potentially risk exposure to toxic chemicals which can be absorbed into the body transdermally or via airborne transmission;

Shall be paid, in addition to the regular salary, the equivalent of one hundred six dollars and fifteen cents (\$106.15) biweekly (approximately two hundred thirty [230] dollars per month).

These toxic chemicals include, but are not limited to, volatile organic compounds; acids and bases; and drugs such as methamphetamine, concentrated THC, hallucinogens, carfentanyl, fentanyl, and/or analogs thereof.

I. Mounted Unit Assignment Pay

Employees on pay status and assigned to the Mounted Unit on a regular, full-time basis shall receive the equivalent of one hundred ninety-eight dollars and forty-six cents (\$198.46) biweekly (approximately four hundred thirty [430] dollars per month).

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

J. Harbor Patrol Assignment Pay

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

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

K. Dive Team Assignment Pay

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

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

L. Major Accident ~~Investigation~~~~Reconstruction~~ Team (M.A.~~I~~~~R~~.T.) Pay

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

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

M. Inmate Transportation Pay

Employees on pay status with a Class A or Class B driver's license and assigned to Inmate Transportation on a regular, full-time basis shall be paid a monthly premium of seventy-five (\$75) dollars per month, approximately (\$34.62) biweekly.

N. Canine Handler Maintenance Pay

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

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

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

Premium pays in Sections O, P, Q, and R each contain subsections. Within Sections O, P, Q, and R, employees may receive a premium pay under only a single subsection at a time. For example, someone that receives Section O.1 pay cannot also receive the premium pay outlined in Subsection O.2 pay. The same principle applies to Sections P, Q, and R. This is not intended to change or impact any existing practice of how other premium pays are applied or how other premium pays interact with Sections O, P, Q, and R.

O. Hazardous Devices Assignment Pay and Hazardous Devices for Explosive Detection Squad Assignment Pay

1. Employees on pay status and assigned to the Hazardous Devices Squad or Explosive Detection Squad on a regular, full-time basis shall receive the equivalent of ~~five hundred thirty five dollars and thirty eight cents~~~~two hundred sixty seven dollars and sixty nine cents~~ (\$~~535.38~~~~267.69~~) biweekly (approximately ~~one thousand one hundred sixty~~ ~~hundred eighty~~ [~~1160~~~~580~~] dollars per month).
2. Employees on pay status and assigned to the Hazardous Devices Squad or the Explosive Detection Squad on a regular, full-time basis receiving Hazardous Devices Assignment Pay who are also trained, certified and assigned by management to dive as a part of their job duties shall receive the equivalent of ~~seven hundred forty six dollars and seventy seven cents~~~~three hundred seventy three dollars and eighty four cents~~ (\$~~746.77~~~~373.84~~) biweekly (approximately ~~one thousand six hundred~~ ~~eighteen~~~~eight hundred and nine~~ [~~1618~~~~809~~] dollars per month).
3. Employees assigned as regular substitutes to the Hazardous Devices Squad or Explosive Detection Squad shall, in addition to their regular salary, receive the equivalent of ~~two hundred thirty five dollars and thirty nine cents~~~~one hundred seventeen dollars and sixty nine cents~~ (\$~~235.39~~~~117.69~~) biweekly (approximately ~~five hundred ten~~ ~~two hundred~~ ~~fifty five~~ [~~510~~~~255~~] dollars per month).
4. In the event an employee assigned to the Hazardous Devices Squad or Explosive Detection Squad is on pay status for a portion of a pay period, Hazardous Devices Assignment Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).
5. Employees may not pyramid any pay from this Section O (Hazardous Devices Assignment Pay) with the pay in Art. I, Sec.4.K. (Dive Team Assignment Pay).

P. Aircraft Assignment Pay

1. Helicopter Observer Assignment Pay

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

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

Employees on pay status and assigned as a Helicopter Pilot or a Fixed Wings Pilot/Observer on a regular, fulltime basis shall receive the equivalent of two hundred sixty-seven dollars and sixty-nine cents (\$267.69) biweekly (approximately five hundred eighty [580] dollars per month).

3. Air Support Special Operations Pilot Assignment Pay

Employees on pay status and assigned as a Helicopter Pilot on a regular, full-time basis who meet the minimum training, qualifications to serve as an Air Support Special Operations Pilot shall receive the equivalent of seven hundred six dollars and fifteen cents (\$706.15) biweekly (approximately one thousand five hundred thirty [1,530] dollars per month).

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

Q. Training Officer Assignment Pay and Master Field Training Officer Assignment Pay

1. Training Officer Assignment Pay

- Employees employed by the District Attorney's Office on a regular full-time basis who are assigned to train District Attorney employees shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.
- Employees assigned to Patrol on a regular, full-time basis who are assigned to train Deputies shall be paid three dollars and fifty cents (\$3.50) per hour for all hours assigned to perform such training functions.
- Employees assigned to the Jail on a regular, full-time basis who are assigned to train Deputies shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.
- Employees assigned to Harbor or Sheriffs' Training Academy on a regular full-time basis who are assigned to train Deputies shall continue to be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions.

Members who have been receiving Training Officer Assignment Pay which is not expressly enumerated above, and provided the member is performing work as a training officer, shall continue to receive the Training Officer

Assignment Pay at \$2.00 per hour for all hours assigned to perform such training functions until such time as the County and AOCDS complete negotiations on the terms and conditions for Training assignments/program.

2. Master Field Training Officer Premium Pay

A.

- 1) Master Field Training Officer shall receive a premium pay of \$320.77 per pay period (approximately six hundred ninety five [\$695] dollars per month) in lieu of the \$3.50 per hour Training Officer Assignment Pay;
- 2) 30 positions designated as Master Field Training Officer assigned to Patrol Field Operations and/or Field Training Bureau working in the capacity of the Patrol Field Training Operations;
- 3) The Sheriff's Department agrees to maintain the 30 Master Field Training Officer positions and shall fill any vacated position within a reasonable time period to accommodate recruitment;
- 4) Master Field Training Officers may be reassigned based on the needs of the Department's Field Training Program with the proper 14 day advance notice.

B.

The Master Field Training Officer four tier promotional points system is as follows:

<u>Current</u>	
05-08 months 1 point	X 3 = 3 points
09-12 months 2 points	X 3 = 6 points
13-16 months 3 points	X 3 = 9 points
17+ months 4 points	X 3 = 12 points

R. Tactical Support Team Assignment Pay and Tactical Support Team for Crisis Negotiator Assignment Pay

1. Tactical Support Team Assignment Pay

Employees on pay status and assigned to the Tactical Support Team on a regular, full-time basis shall receive four (4) percent of employee's basic hourly rate~~the equivalent of one hundred six dollars and fifteen cents (\$106.15) biweekly (approximately two hundred thirty [230] dollars per month).~~

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

2. Tactical Support Team for Crisis Negotiator Assignment Pay

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

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

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Effective the first day of the first full payroll period following adoption of this memorandum of understanding by the Board of Supervisors [~~effective-effective,~~ December 29, 2023~~October 11, 2019~~], the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 8.00~~3.5~~%.

Effective June 28, 2024~~July 3, 2020~~, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 5.00~~3.5~~%.

Effective June 27, 2025~~July 2, 2024~~, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 4.00~~3.5~~%.

~~Effective July 1, 2022, the unadjusted base hourly salary rate for each range and step assigned to each class within the Peace Officer and Supervising Peace Officer unit shall be increased by 3.5%.~~

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 3.B, 3.C, 3.D., and 3.E. below.
- B. New employees hired into the Deputy Sheriff I classification, who possess a California P.O.S.T. certificate at time of hire, Basic or higher, may be placed on any of the first seven (7) steps of the salary range under the authorization of the Sheriff. Such placement may be made only when, at the discretion of the Sheriff, there is a direct and measurable benefit to the County for such placement.
- C. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize recruitment at a step higher than the first step of the range or may authorize that a particular position be filled at any step within the range. When the Board authorizes recruitment at a step higher than the first step of the range, or authorizes the filling of a position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships. Seven (7) days prior to the Chief Human Resources Officer recommending recruitment at a higher step to the Board, the County shall discuss with AOCDS the impact of such action.

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

Section 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 Department Head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first fifty-two (52) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, Parenthood Leave or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, Parenthood Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or Parenthood Leaves.
- D. An employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed four thousand one hundred sixty (4160) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of four thousand one hundred sixty (4160) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply toward merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. An employee promoted to a classification represented by AOCDS and whose performance evaluation date is within 90 days from/after the effective date of

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

- F. 1. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- 2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant allowable merit increases beyond Step 7, and if granted, in what amounts, shall be solely within the discretion of the Department Head, and shall be based on merit.
- G. If, in the Department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
- H. Should an employee's merit increase eligibility date be overlooked through an error and upon discovery of the error the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

Section 4. Salary on Promotion

- A. Except as modified by B., below, a regular, limited-term or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first fifty-two (52) weeks of service in the new class. Employees promoted prior to the above effective date(s) shall remain subject to a merit step increase eligibility date following completion of the pre-existing twenty six (26) weeks of service in the new class.

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

Section 5. Salary on Reduction in Class

- A. 1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 5.C., above, or the employee's salary and merit increase eligibility date may be determined by the Chief Human Resources Officer.
2. When a promotional probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in new class.
- C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
- D. When a regular, limited-term or probationary employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:

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

Y-RATE SCHEDULE

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

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

Section 6. Salary on Reclassification

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

1.
 - a. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase date and probationary status remain the same as in the former class.
 - b. If the recruiting step is higher, the employee's salary shall be advanced the number of steps difference between recruiting steps.
 - c. If the recruiting step is lower the regular and regular limited-term employee's salary remains the same.
 - d. Probationary and probationary limited-term employees reclassified to a lower recruiting step shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A. or 4.B.
3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 5.D.

Section 7. 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 3.C, D or E.
- B. A former County employee on paid County retirement may be reemployed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range or the flat rate for the class, if applicable.

Section 8. Changes in Salary Allocation

If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range the salary of each employee shall be determined in accordance with Article II, Section 5.D., above.

ARTICLE III EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT

Section 1. Objective

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

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

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

Section 2. Eligible Employees

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

Section 3. Reimbursement Eligibility

A. The following are eligible for reimbursement

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

B. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Department Head or designee, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.

- C. Courses are not eligible for reimbursement if they:
1. Are taken to bring unsatisfactory performance up to an acceptable level;
 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 3. Duplicate available in-service training; and/or
 4. Duplicate training which the employee has already had.

Section 4. Nature of Reimbursement

- A. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to, books, class materials, lab fees, testing fees, parking, and processing fees.
- B. Expenses for travel, meals, and lodging are not reimbursable, however, the Department Head or designee may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.
- C. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.
- D. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
- E. Public Service Institute (PSI) courses are not eligible for reimbursement.
- F. If an employee is receiving reimbursement for another source that covers a portion of the costs, the County will only pay the remaining amount, after other reimbursements are exhausted.
- G. Effective ~~the first full day of the first full pay period following adoption of the MOU (effective~~ October 11, 2019), the maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$10,000.

ARTICLE IV GENERAL PERSONNEL PROVISIONSSection 1. ProbationA. New Probation1. Full-Time Employee

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

2. Part-Time Employee

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

B. Promotional Probation

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

2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14)~~ten (10)~~ days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. An employee on promotional probation may be failed at the sole discretion of the Department at any time without right of appeal or hearing.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class of Deputy Sheriff Trainee for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand five-hundred twenty (1520) hours shall equal thirty-eight (38) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E. ~~1. and 2.~~ of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave or by the length of the Military Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended probation period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension with the first day of the pay period after said extended date.
2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.
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.

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

Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term, full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.
- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.
- D. The Department shall notify an employee in writing as soon as practicable if it appears that his/her work performance may result in denial or deferral of his/her merit increase and/or a substandard performance evaluation, so that the employee may attempt to correct such conduct.

Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.

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

Section 4. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XII, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.
- C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. The Department may, at its option, waive the one hundred sixty (160) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred sixty (160) regularly scheduled hours but less than eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the

remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.

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

Section 6. Reemployment of Employees on Disability Retirement

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

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

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

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

Section 7. Reemployment of Regular Employee

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

Section 8. Time Off for Selection Procedures

A regular, limited-term or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the Chief Human Resources Officer during working hours for the purpose of

determining eligibility for movement to another class in the County service or transfer from one (1) Agency/Department to another.

Section 9. Intradepartmental Transfers

- A. Intradepartmental transfers under this Section shall be limited to employees classified as Deputy Sheriff I or II assigned to Patrol or Jail. The provisions of this Section shall not take precedence over promotional or reduction procedures.
- B. Employees who wish an intradepartmental transfer to Patrol or Jail shall be placed on a Transfer Seniority List for each assignment area in order of seniority. It shall be the sole responsibility of the employee to request placement on such lists. Seniority for purposes of this Section only, shall be determined by (1) rank or grade and (2) continuous time in rank or grade and (3) continuous time in the Department. Ties shall be broken in a manner that is mutually acceptable to the employees involved. Transfer Seniority Lists shall not be used for any other purpose except as described herein.
- C. When a vacancy occurs in Patrol or Jail, the Department shall utilize the appropriate Transfer Seniority List for filling such vacancies starting with the most senior employee. The selection of the most senior employee shall not be automatic but shall be based on the following considerations:
 - 1. The employee holds the same classification as the vacancy.
 - 2. The employee meets all of the training, experience, qualifications and abilities for the vacancy as determined solely by the department.
 - 3. The overall needs of the Department as determined solely by the Department Head can be met by such transfer.
- D. The provisions of this Section shall not be subject to the grievance procedure contained herein nor be subject to judicial review.

ARTICLE V LEAVE PROVISIONSSection 1. Sick LeaveA. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of Sick Leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately nine [9] days per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of Sick Leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately twelve [12] days per year).
3. Sick Leave earned shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
4. Except as required by law, extra help employees shall not earn Sick Leave.

B. Permitted Uses of Sick Leave

Sick Leave may be used for:

1. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;
2. An employee to attend to the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee's family member, defined as the employee's father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandparent, grandchild or legal ward as those terms are defined by Labor Code section 245.5(c);
3. An employee to attend to the health and safety of the employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Labor Code sections 230(c) and 230.1(a).
4. Absence from duty because of personal emergencies or personal business not to exceed forty (40) working hours ~~three (3) shifts~~ during the fiscal year.
5. ~~5.~~ An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

6. If an employee is a parent, legal guardian, or grandparent who has custody of a child enrolled in a California public or private school, kindergarten through grade twelve (12), or in a licensed child day care facility, the employee may use up to ten (10) hours per fiscal year, to attend school conferences and events. Any activity that is sponsored, supervised, or approved by the school, school board, or 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.

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

C. Illness While on Paid Vacation

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

1. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
2. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to Sick Leave.
3. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
4. Upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the period of disablement.

D. Prohibited Uses of Sick Leave

Sick Leave shall not be applied to:

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

E. General Provisions

1. In any use of Sick Leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused Sick Leave.

Section 2. Bereavement Leave

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

- A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, civil-union 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 paid 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. Time off shall be taken in whole shift increments and may be taken nonconsecutively. 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 V - Section 1, Article VI, or Article VII.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

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

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in subsections 2. and 3., below. Such Leave may be taken only after an employee's completion of a Departmental Leave provided that granting of a Departmental Leave shall not be a prerequisite to a request for Official Leave. The department may require that all or a portion of compensatory time, vacation or annual leave be used prior to granting such Leave.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsections 5. and 6., below, shall not apply.
3. An employee who has requested and identified a valid need for Family Leave pursuant to Article V, Section 15, and applicable law, shall be granted Official Leave to the extent required by such law. The Department may require that all or a portion of compensatory time and vacation be applied toward the absence. Where appropriate under the provisions of Article V, Section 1.B., above, the employee may be required to apply all sick leave accruals toward the absence before an Official Leave will be authorized. In addition, the employee may be required to apply all annual leave accruals toward the absence, except that the use of annual leave accruals below 100 hours shall be at the discretion of the employee.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the

employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.

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

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Non-occupational Disability

- A. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave compensatory and vacation time and annual leave have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. This provision does not apply to pregnancy disability leave.
 4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an eligible employee's

coverage under the County's group health plan for the duration of the leave, not to exceed 17 1/3 weeks over the course of a 12-month period, at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.

- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

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

Section 8. Leave for AOCDS Business

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

1. AOCDS shall make such a request to the employee's Department Head at least seven (7) days in advance.
 2. AOCDS shall not request that such Leave be effective for more than eight (8) employees on any workday for the combined Peace Officer and Supervising Peace Officer Units.
 3. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.
- B. In addition to the Leave allowed in A. above, the County shall allow three (3) employees designated by AOCDS up to seven (7) working days absence without pay during each payroll year for the term of this Agreement, subject to the conditions contained in A.1., 2. and 3., above. AOCDS may, upon seven (7) days notification to the County, designate a replacement employee to assume the unused balance of a formerly designated employee's seven (7) days Leave.
- C. Compensatory Time Trust Fund
1. The County agrees to administer a trust fund to which employees may contribute compensatory time for the sole purpose of reimbursing employees who are on Leave for AOCDS Business as specified in A., above.
 2. In October of each year, employees may designate two (2) hours of their compensatory time to be credited to the trust fund. Once made, such contributions shall not be revocable.
 3. Compensatory time will be credited to the fund at the contributing employee's base hourly rate of pay. Reimbursement to employees granted Leave pursuant to A., above, shall be at the employee's base hourly rate of pay not to exceed eight (8) hours per day. In those cases where overtime is paid to an employee who replaces an employee granted Leave, the overtime premium (one-half [1/2] time) shall be paid from the fund.
 4. If the funds in the trust fund are insufficient to cover all or any part of a Leave, the funds shall be disbursed in the same order as the Leave was approved and the County shall not be liable for providing any additional funds to the trust fund.
 5. AOCDS shall indemnify and hold the County harmless from any liability or claim arising out of the administration of the trust fund.
 6. AOCDS agrees to reimburse the County for reasonable cost of administering the trust fund upon request.

Section 9. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- C. When an employee has been absent without authorization and the County plans to invoke the provisions of section 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. a statement of the County's intention to accept and enter the employee's automatic resignation, the date the County plans to take this action and its effective date as determined by A, above;
 2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the date the County plans to accept and enter the automatic resignation;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the date the County plans to accept and enter the automatic resignation, 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.

- E. An employee who is permitted to continue his or her employment pursuant to subsection C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article X, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

- A. A regular, limited-term or probationary employee shall be granted upon request a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or legal adoption of a child provided the employee meets the following conditions:
 - 1. The requested Leave is within six (6) months before or after the expected date of birth or legal adoption of the child.
 - 2. Sufficient documentation of such birth or legal adoption is submitted with the request for Leave.
 - 3. Such employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours.
 - 4. All accrued vacation and compensatory time and the portion of annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.A. of Article VII - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job-related in accordance with Article XIII, Section 1.B., a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits.
- B. Workers' Compensation Leave shall continue until the employee:
 - 1. is determined to be physically able to return to work by a County-designated physician;
 - 2. is determined to be physically able to return to work with medical restrictions which the department can accept;
 - 3. accepts employment outside the County;
 - 4. accepts employment in another County position;
 - 5. is retired pursuant to appropriate Government Code provisions.
- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.
- D. If an employee's Workers' Compensation Leave or 4850 Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.
- E. For employees on Workers' Compensation Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. AOCDS Presidential Leave

- A. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to the President of AOCDS for the term of this Memorandum of Understanding provided that:
 - 1. AOCDS promptly reimburses the County for all AOCDS President salary expenses* incurred during the Presidential Leave.
 - 2. AOCDS promptly reimburses the County for all AOCDS President retirement, insurance and P.O.S.T. benefit expenses* incurred during the Presidential Leave of Absence.

3. The employee shall continue to participate in weapons qualification and any legally mandated training.
4. The employee shall continue to conform to department rules, regulations and grooming standards that are not inconsistent with Presidential Leave.

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

- B. Vacation, sick leave or annual leave accrual rates will apply to the employee as though he or she were on duty status.
- C. Vacation, sick leave or annual leave accrued during Presidential Leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.
- D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.
- E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
- F. Layoff points shall not be affected by Presidential Leave.
- G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. AOCDS shall not be obligated for reimbursement costs listed in A.1. and 2. for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. and 2. above shall be suspended during said emergency recall.
- H. Not more than one (1) employee in the combined Peace Officer and Supervising Peace Officer Units shall be eligible for Presidential Leave at any one (1) time.

Section 13. AOCDS Leave

- A. AOCDS may request leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to a member of AOCDS during the term of this Memorandum of Understanding. AOCDS shall make the request a minimum of fourteen (14) days prior to the day it is requested to begin for employees in the Deputy Sheriff I and Deputy Sheriff II classes; and a minimum of six (6) months prior to the day it is requested to begin for employees in Investigator and Sergeant classes. The County will grant the request unless there is good cause for denial provided that:
1. AOCDS promptly reimburses the County for all member salary expenses* incurred during the leave.
 2. AOCDS promptly reimburses the County for all member retirement, insurance and P.O.S.T. benefit expenses* incurred during the leave.
 3. The employee shall continue to participate in weapons qualifications and any legally mandated training.
 4. The employee shall continue to conform to department rules, regulations and grooming standards that are not inconsistent with the leave.
- B. Vacation, sick leave or annual leave accrual rates will apply to the employee as though he or she were on duty status.
- C. Vacation, sick leave or annual leave accrued during the leave and unused at the conclusion of the Leave must either be paid off by AOCDS or lost.
- D. The probation period, if applicable, shall be extended by the length of the leave. If the employee is on promotional probation, the extended probation period shall end on the first day of the pay period following said extended date.
- E. The employee's eligibility for promotional examinations shall not be affected by the leave.
- F. Layoff points shall not be affected by the leave.
- G. In the event emergency recall of the employee becomes necessary, the leave may be suspended or cancelled during the course of the emergency. AOCDS shall not be obligated for reimbursement costs listed in A.1 and 2. for the period that leave is suspended or cancelled. Provisions of A.1. and 2. above shall be suspended during such emergency recall.

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

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

Section 14. Catastrophic Leave

- A. A bona fide Catastrophic Leave program is established for serious medical conditions and major disasters defined by Federal law;
- B. To qualify under the bona fide Catastrophic Leave program for a serious medical condition, employees will be required to sign a form stating that they or their eligible family member(s) have a qualifying serious medical condition which will require them to be on unpaid leave for at least 14 calendar days;
1. A serious medical condition will be defined by the Family Medical Leave Act;
 2. Eligible family member(s) will be defined by the AOCDS and County of Orange MOU Bereavement Leave provisions;
- C. The County shall administer any catastrophic leave requests pertaining to a major disaster defined by Federal law with the creation and administration of a County leave pool;
- D. A non-bona fide catastrophic leave program will remain in effect for individuals to donate hours for "other serious circumstances." It is understood that the donor would be taxed for any contributions under these circumstances;
- E. Employees will be required to be on an unpaid leave for at least 14 calendar days and to disclose the reason for catastrophic leave under "other serious circumstances";
- F. Applicable to the bona fide and non-bona fide leave plans, the minimum amount of time that can be donated is two (2) hours and the maximum amount of time ~~that can be donated will be increased from the current eight (8) hours to~~ is twenty-four (24) hours; employees may donate any combination of annual leave, comp time, sick leave or vacation time up to the maximum of 24 hours.
- G. Applicable to the bona fide and non-bona fide leave plans, donated hours will generally be processed on a "first-come, first-used" basis;
- H. Applicable to the bona fide and non-bona fide leave plans, hours donated will be processed in 80 hour increments for the duration of the employee's

Catastrophic Leave; once the Catastrophic Leave period ends, any remaining hours donated will be processed and will be returned to the donor; donated hours will be added to annual leave, sick leave or vacation, whichever is applicable.

- I. Applicable to the bona fide and non-bona fide leave plans, hours donated will be transferred on a straight hour to hour basis. The current conversion formula will be eliminated;
- J. Applicable to the bona fide and non-bona fide leave plans, all County agencies and departments shall be required to distribute all Catastrophic Leave requests on a countywide basis;
- K. If it is determined that an employee who has received pay under the Catastrophic Leave Program has been off of work as a result of a job-incurred injury (Worker's Compensation) and that employee is eligible for, and receives, compensation pursuant to Labor Code 4850 to cover the period of time that he or she is unable to work, any payments made pursuant to the Catastrophic Leave Program and any remaining hours donated on behalf of that employee shall be returned by the County to the donors; donated hours will be added to annual, vacation or sick leave, whichever is applicable.
- L. Any donated hours which have been processed for eligible employees prior to July 4, 2008 will remain on the employee's books under the terms of the former Catastrophic Leave Program.

Section 15. Family Leave

A. General Provisions

- 1. Family Leave shall be granted to the extent required by law. The following provisions set forth certain of the rights and obligations with respect to this leave. Rights and obligations which are not specifically set forth below are set forth in the U.S. Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA) and the regulations of the Department of Fair Employment and Housing implementing the California Family Rights Act (CFRA). Unless otherwise provided by this Section "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.
- 2. Family Leave may be used in the following situations:
 - a. An employee's serious health condition which makes the employee unable to perform the essential functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
 - b. The birth of a child and in order to care for the newborn child within one year of birth.

- c. Placement of a child for adoption or foster care within one year of 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" as defined under the FMLA arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces. Qualifying exigencies include attending certain military events, rest and recuperation, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment, reintegration briefings, and arranging for parental care.
 - f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered 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 AOCDS agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
 4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
 5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
 6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A father or mother may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the Department shall determine whether sick leave, compensatory, vacation time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article V, Section 1.B.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no such case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. For leave for a "qualifying exigency" arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces, the employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.
4. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered domestic partner, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to Department operations.

C. Verification

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

Any employee covered by this MOU involved in a traumatic critical incident, which could include an Officer-Involved Shooting incident, will be required to take three (3) working days off (with pay).

The three (3) days will be treated as “hours worked” under Article I, Section 1.B.

Section 17. Leave Article Working Group

The County and AOCDS agree to participate in a working group to discuss clarifying language regarding Leaves of Absences, including streamlining language for understandability and to ensure compliance with statutory requirements.

ARTICLE VI VACATIONSection 1. Accumulation of Vacation and Vacation Cash Outs

- A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.
- B. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
- C. Commencing with the pay period following that in which a full-time employee completes ten (10) years of continuous full-time County service (20800 hours), an employee in a full-time regular or limited-term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 20800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
- D. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee shall be three hundred sixty (360) hours and a prorated amount equal to nine (9) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

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

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

1. If an employee has 270 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically feasible.
2. If at any time during a fiscal year an employee has more than 270 hours of accrued vacation hours, the employee shall be permitted to cash out up to ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

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

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 270 hours of accrued vacation hours at any point in the fiscal year. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

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

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

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

G. Vacation and Annual Leave Cash Out – Compensation Earnable

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

Section 2. General Provisions

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

- B. Effective October 25, 2019, employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of forty (40) Vacation hours during the fiscal year for approved time off.
- C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article VI, Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- D. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years (Article VI, Section 1.C.) of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Additional vacation earned during the period of vacation may be taken consecutively.
- F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- G. Vacations shall be scheduled for employees by their department. Employees of equal rank or grade grouped in each of the following work assignments shall choose vacations within their group by seniority:

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations: Contract cities individually
Unincorporated areas
Investigators

West Operations: Investigators
Sergeants (Patrol and Investigation)

North Operations: Investigators by Detail
Patrol
Transportation
Air Support
Airport Detail

Court Operations/ Central Justice Center:	Deputy I/Bailiff Deputy I/Detention Sergeants
All Other Justice Centers:	Deputy I Deputy II Sergeants
Field Services:	Deputy II Investigators Sergeants
Central Men's/Women's Jails:	Sergeants combined Deputies by Facility
Investigation Division:	Sergeants Investigators by Detail

GET
VDP
Narcotics

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

- H. No scheduled vacation will be cancelled except in cases of emergency.
- I. No employee shall be required to return to work for the County in any capacity during the time of his or her paid vacation from the County service, except in cases of emergency.
- J. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.~~C.B.4.~~
- 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, Deputy Sheriff-Emergency Service, 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. The Sheriff-Coroner Department agrees not to delete available vacation time periods from the vacation eligibility list without providing employees another opportunity to select additional vacant/available vacation weeks.

ARTICLE VII ANNUAL LEAVE PLAN PROVISIONS

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

As discussed more fully in Section 4 of this Article, ~~effective January 6, 2017~~~~effective upon implementation of this MOU~~, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Articles V., Section 1. and VI.

Section 1. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be used for the reasons, and according to the terms, for use of sick leave under Article V., Section 1.
- B. Annual leave may be used for an absence from duty because of personal emergencies not to exceed three (3) shifts of annual leave hours during the fiscal year.
- C. Annual leave may be used for an absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- D. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- E. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. Use of Annual Leave for Vacation

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

By Division or Detail:

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

By Detail or Unit Within Division:

South Operations:

Contract cities individually
Unincorporated areas

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

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

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

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

Section 3. General Provisions

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

Section 4. Payoff of Unused Annual Leave

- A. Payoff of unused annual leave during employment shall be administered according to Article VI. Section 1.F.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

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

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

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 360 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article VI, Section 1.D. remaining hours, up to the accrual limits specified in Article VI, Section 1.D, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article VI, Section 2), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

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

D. Annual Leave Payoff on Retirement

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

3. The above Annual Leave Payoff provisions are not intended to provide for the retiring employee to be permitted to return to active status after the employee has stated his or her intent to retire and elected to take time off prior to retirement, in order to receive additional Annual Leave payoff at 100%. If an employee returns to work under these circumstances, the Annual Leave hours used within two (2) pay periods prior to return will be deducted from the hours of annual leave that will be paid to the employee in a lump sum payment upon retirement.
- E. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused annual leave.

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

- A. Employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article V, Section 1 and Article VI.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the forty (40) Vacation hours that may be used pursuant to Article VI, Section 2.B.

ARTICLE VIII HOLIDAYSSection 1. Holidays Observed

A. County employees shall observe the following holidays:

- 20~~23~~¹⁹: Independence Day, July 4
 Labor Day, September ~~4~~²
Native American Day, September 22
~~Columbus Day, October 14~~
 Veteran's Day, November 11
 Thanksgiving Day, November ~~23~~⁸
 Day after Thanksgiving, November ~~24~~⁹
 Christmas Day, December 25
- 20~~24~~⁴⁰: New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, January ~~15~~²⁰
 Lincoln's Birthday, February 12
 Washington's Birthday, February ~~19~~⁷
 Memorial Day, May ~~27~~⁵
 Independence Day, July 4
 Labor Day, September ~~2~~⁷
Native American Day, September 27
~~Columbus Day, October 12~~
 Veteran's Day, November 11
 Thanksgiving Day, November ~~28~~⁶
 Day after Thanksgiving, November ~~29~~⁷
 Christmas Day, December 25
- 20~~25~~⁵¹: New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, January ~~20~~¹⁸
 Lincoln's Birthday, February 12
 Washington's Birthday, February ~~17~~⁵
 Memorial Day, May ~~26~~³¹
 Independence Day, July ~~4~~⁵
 Labor Day, September ~~1~~⁶
Native American Day, September 26
~~Columbus Day, October 11~~
 Veteran's Day, November 11
 Thanksgiving Day, November ~~27~~⁵
 Day after Thanksgiving, November ~~28~~⁶
 Christmas Day, December ~~25~~^{4 (Observed)}
~~New Year's Day, December 31 (Observed)~~
- 20~~26~~⁶²: New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, January ~~19~~⁷
 Lincoln's Birthday, February 12
 Washington's Birthday, February ~~16~~²¹
 Memorial Day, May ~~25~~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 2 (Observed)~~
~~Martin Luther King, Jr.'s Birthday, January 16~~
~~Lincoln's Birthday, February 12~~
~~Washington's Birthday, February 20~~
~~Memorial Day, May 29~~

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

Section 2. Eligibility for Holiday Pay

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay. With County approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
- B. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
- C. An employee who elects paid County retirement on a holiday shall be paid for the holiday.
- D. An employee who is terminating employment for reasons other than paid County retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.

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

Section 3. Holiday Pay

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

C. Compensation for Holidays Falling on Scheduled Days Off

1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.

D. Compensation for Work on Holidays

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

- E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.
- F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
- G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the employee, as provided in Article I, Section 3.C.2. of this Agreement.

ARTICLE IX REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

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

1. The per mile reimbursement rate shall be adjusted as follows:
 - a. For Investigators in the District Attorney's Office, the reimbursement rate shall be the higher of either the IRS rate or the highest rate which applies to any represented employees of the County.
 - b. For all other employees, the reimbursement rate shall be the higher of the IRS rate or the rate which applies to the largest total number of represented employees of the County.

B. DA Investigator Mileage Claims

Investigators assigned to the District Attorney's Office shall be paid in accordance with the District Attorney Reimbursement Schedule (within approximately 2 pay periods and no more than 30 days). If a mileage reimbursement request is submitted properly and on time by the employee, but is not timely paid, a DA Investigator may request a supplemental warrant to satisfy the mileage reimbursement claim.

Within three (3) business days of that request, the Office of the District Attorney agrees to request the Auditor/Controller issue the supplemental warrant forthwith.

Section 2. Personal Property Reimbursement

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

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability

insurance, transport witnesses and prisoners and incur other miscellaneous expenses, the County shall pay a five hundred fifty (\$550) dollar annual transportation expense allowance to Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year. Additionally, the County shall pay five hundred fifty (\$550) dollars to Investigators who drive more than six thousand (6000) miles on County business in a fiscal year.

Section 4. Insurance Deductible Reimbursement

Investigators assigned to the District Attorney's Office who drive their private vehicles in the performance of County law enforcement duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars (\$1000) in the event of an on-duty vehicle accident or damage to the vehicle.

In order to receive reimbursement, the employee shall provide to the District Attorney's Office sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or, where the damage did not result from a collision with another vehicle on a public roadway, a memorandum detailing the circumstances that led to the damage, and a receipt showing the deductible amount was paid by the employee before reimbursement will be made to the employee.

Should the employee receive future reimbursement of the deductible amount from another source, it shall be the responsibility of the employee to return the amount previously reimbursed back to the District Attorney's Office.

ARTICLE X DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a score of less than three hundred [300] points) given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

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

- A. In suspending a regular, limited-term or probationary employee for more than five (5) days, or in reducing in class a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in reducing in salary a regular or limited-term regular employee for reasons of unsatisfactory performance, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. a description of the proposed action and its effective date(s);
 - 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. copies of material on which the proposed action is based;
 - 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 5. a statement of the employee's right to representation;
 - 6. a statement of the employee's right to appeal should such proposed action become final.
- B. In suspending a regular, limited-term or probationary employee for five (5) days or less, the above notice requirements shall be complied with not more than ten (10) days after the effective date of the suspension.

- C. Prior to the effective date of such suspension, reduction in class or salary, or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself or herself or may be represented in the disciplinary hearing by the AOCDS. An employee may not use privately retained counsel at the hearing.
- F. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action prior to the effective date of such action except that such written notice may be given after the response period in C., above, for suspension of five (5) days or less.
- G. Should a proposed reduction in class or salary or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 3. and 4. of this Article.
- H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 5. of this Article.

Section 3. Suspension

- A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article XI, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 4. Reduction in Class or Salary

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

- C. In accordance with the provisions of Article XI, an appeal of reduction in class for reasons of unsatisfactory performance or physical disability, or an appeal of reduction in salary for unsatisfactory performance, shall be initiated at Step 2 of the grievance/appeal procedure; except that reductions in class or salary imposed by the County Executive Officer may be referred directly to arbitration.
- D. The parties may agree if requested by AOCDS, to substitute the Reduction in Salary form of discipline for a proposed suspension. The Reduction in Salary form of discipline may only be imposed in place of a proposed suspension if requested by AOCDS.

Section 5. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. In accordance with the provisions of Article XI, a discharge may be appealed directly to arbitration.

Section 6. Polygraph Examination

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

ARTICLE XI GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

- A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
 - 1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
 - 2. matters which have other means of appeal;
 - 3. position classification;
 - 4. standard or better performance evaluations.

Section 2. Basic Rules

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a County representative does not render a decision to the employee within the time limits, the employee may within fourteen (14)~~seven (7)~~ calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and AOCDS any step of the grievance procedure may be waived.
- D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, Department-wide or County-wide basis in an emergency situation. AOCDS may appeal this decision to the Board of Supervisors.
- E. Upon written consent of the parties, i.e., the representatives of the County and the employee or his or her representative, the time limits at any step in the procedure may be extended.
- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.

- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.
- H. The County grievance files shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.
- I. If, within three hundred sixty-five (365) days of the initial request for a grievance/appeal, the County and AOCDS have not yet calendared the final applicable step in the grievance/appeal process, including arbitration if applicable, the grievance is considered withdrawn and resolved. This three hundred sixty-five (365) day time limitation applies to any and all types of grievances, including, but not limited to, disciplinary appeals. It also applies to the calendaring of any and all arbitrations, regardless of whether arbitration is the final step or the only appeal in the grievance/ appeal process. The final step in the grievance/appeal process and arbitration need not actually occur within the three hundred sixty-five (365) day window, provided they are timely calendared as required herein.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

- A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure, or by an AOCDS attorney appointed attorney in appealing a discharge. Employees AOCDS members are not entitled to be represented by privately retained counsel during the grievance process or arbitration hearing.
- B. If an employee represents himself or herself in arbitration and/or AOCDS informs the County that the employee's grievance/appeal seeks an interpretation of the MOU that AOCDS disputes is not represented by AOCDS in arbitration, AOCDS may have separate AOCDS representatives present at the arbitration and, if necessary, shall have the right to present AOCDS' interpretation of the provisions of the Agreement at issue. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS. The

County will endeavor to provide copies of all grievances/appeals filed by employees to AOCDS as soon as reasonably practicable.

Section 5. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to:
1. an employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority to resolve the matter, as prescribed herein, or to meet with his or her grievance/appeal representative;
 2. an authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority to resolve the grievance/appeal, as prescribed herein, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records relating to the grievance/appeal.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:
1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
 2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
 - a. the representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Internal Grievance/Appeal Steps

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

Step 1: Agency/Department Head

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

Step 2: Chief Human Resources Officer

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

- a. an alleged misinterpretation or misapplication of this Memorandum of Understanding;
- b. a substandard performance evaluation;
- c. a deferment or denial of a merit increase, or a disputed merit increase;

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

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

Mediation-Arbitration

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

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

Section 8. Referrals to Arbitration

A. Grievances

1. If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within ~~fourteen (14)seven (7)~~ calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the grievance, subject to Section 2(l) above. ~~If, within three hundred sixty five (365) days of the request for arbitration, the County and AOCDS have not yet initially calendared the appeal with an arbitrator, the grievance is considered withdrawn and finally resolved. The arbitration hearing itself need to not occur within the three hundred sixty five (365) day window.~~
2. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to the agreed-upon arbitrator and to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

B. Disciplinary Appeals

1. Submission Procedure

- a. If an appeal from a suspension or reduction in class or salary is not settled at Step 2, it may be presented to the Chief Human Resources Officer within ~~fourteen (14)seven (7)~~ calendar days from the date the decision was rendered.
- b. An appeal from any discharge or from a suspension or reduction in class or salary imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ~~fourteen (14)ten (10)~~ calendar days from the date the action becomes final.
- c. All disciplinary appeals shall be signed by an employee or a staff representative of AOCDS and shall be submitted in writing as follows:

Was (employee's name) suspended/reduced in class or salary/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article XI, Section 8. of this MOU?
- d. As soon as practicable after a suspension, reduction in class or salary or discharge appeal is presented to the Chief Human Resources Officer , an arbitrator shall hear the appeal.

2. Findings of Fact and Remedies

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

a. All Disciplinary Actions

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

b. Suspension/Reductions in Class or Salary

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

- c. Contingent upon mutual agreement, the parties may agree that Article XI, Section 8.B.2 of the Memorandum of Understanding does not prohibit an arbitrator from reducing a suspension to lesser discipline, including a lesser suspension.

d. Discharges

- 1) If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits

for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator.

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

e. Restriction on Remedies

- 1) The County shall not be liable for restoring pay and fringe benefits for any period(s) of time the appellant was reduced or removed from duty, which results from the appealing party's request for written briefs and/or a transcript of the arbitration proceedings.
- 2) Restoration of pay and benefits shall be subject to deduction of all unemployment insurance and outside earnings which the appellant received since the date of discharge.

C. Probationary Releases Alleging Discrimination

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

- a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVIII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?
- b. If so, what shall the remedy be under the provisions of Article XI, Section 8.B.2., Findings of Facts and Remedies of the Memorandum of Understanding between the County and AOCDS?

2. Findings of Facts and Remedies

- a. In the event the arbitrator finds no violation of Article 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. If the grievance/appeal is decided by an arbitrator the grievant/appellant and AOCDS relinquish any current or future claim to seek or obtain remedy through any other County appeal procedures.
2. The cost of an ~~arbitrator~~arbitration (court reporter, arbitrator fees, and costs associated with arbitration selection) 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 arbitral issues, the proper division of costs shall be determined by the arbitrator.
- ~~3. The cost of a court reporter shall be shared equally in all cases by the County and the appealing party except when the appealing party alleges discrimination under Article XVIII, in which case the County shall bear the full cost.~~
- ~~4.3.~~ 4.3. Grievance/Appeal hearings by an arbitrator shall be private.
- ~~4.~~ 5. Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer. The parties agree that, in general, a court reporter will not be used in an arbitration appeal hearing of a suspension of less than forty (40) hours. If both the parties wish to use a court reporter, the parties shall share the court reporter costs equally. If one party wishes to use a court reporter and the other party declines, the party wishing to use the court reporter may do so, but shall

bear the full cost. However, the declining party will not be entitled to a copy of the transcript.

5. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article IV, Section 1.C.1 shall be limited to three (3) days unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such releases. The parties agree to, whenever practicable, forgo the use of a court reporter in arbitrations resulting from a new hire probation release.
6. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the American Arbitration Association unless the parties agree to another source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
7. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
8. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
9. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness

regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

10. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
11. The County and AOCDS each shall be allowed to have at least one (1) of their own employees, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
12. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to judicial review.

Section 9. No Strike Provision

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

ARTICLE XII LAYOFF PROCEDURE

Section 1. General Provisions

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. This procedure shall not apply to employees who have special or unique knowledge or skills which are of special value in the operation of the County business.
- C. When two (2) or more agencies/departments are consolidated, or when one (1) or more functions of one (1) agency/department is transferred to another agency/department, employees in all involved agencies/departments shall be subject to layoff if one is necessary.
- D. Section 7., Reemployment Lists, and Section 8., Status on Reemployment, of this Article, shall not apply if the County has a written agreement with an employer, public or private, which guarantees the County employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by County employees and the new employer does make such an offer in writing to the employee.

Section 2. Order of Layoff

- A. When a reduction in the work force is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Department Head shall be laid off in an order based on consideration of:
 - 1. employment status;
 - 2. past performance;
 - 3. length of continuous service with the County.
- B. Layoffs shall be made by class within the department except that:
 - 1. Where a class has a dual or multiple concept, the Chief Human Resources Officer may authorize a layoff by specialty within the class.
 - 2. Where appropriate, the Chief Human Resources Officer may authorize a layoff by division or smaller unit of the department.

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

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

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

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

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

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

Layoff Points:

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

Section 4. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the work force is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5.
- C. The notice of layoff shall include the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's layoff points, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 5. and 6., and the right of the employee to advise the County of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify the department in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the department of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the department of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to the department pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

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

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

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

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

- B. The names of persons laid off shall be placed on a COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off, and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.
- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:

1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
 2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to AOCDS and affected employees upon reasonable request.

Section 8. Status on Reemployment

- A. An employee who has been laid off under the provisions of this Article and subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
1. All sick leave or annual leave left on the employee's account when laid off shall be restored.
 2. All seniority points held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining Sick Leave and vacation, earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article IV, Section 1.B. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

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

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

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

Section 1. On-the-Job Injuries

A. Medical Treatment & Notification

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

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

B. Disability Payments and Leave

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

Section 2. Exhaustion of 4850 Benefits

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

1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
2. he or she shall be placed on Workers' Compensation Leave pursuant to Article V, Section 11.; and
3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.

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

- C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered County service for merit increase eligibility and completion of the probation period.
- D. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation or annual leave earning rates.

Section 3. Medical Insurance

A. Medical Insurance Contribution

- 1. Effective at the start of the first payroll period commencing on or after January 1, 2019, the County shall contribute \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 2. Effective July 2, 2021 the County shall contribute \$1,493 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 3. Effective July 1, 2022 the County shall contribute \$1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below.
 - 4. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier.
- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full-time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
 - C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 4. AOCDS Medical Benefits Insurance Trust ("Trust")

- A. The Trust shall provide medical benefits similar to those offered by the County. The plans shall include at least one PPO or POS and one HMO option. The parties agree that the County has no interest in Trust assets, including Trust reserves.
- B.
 1. AOCDS shall maintain a medical insurance trust for the sole purpose of providing medical insurance benefits, which can include medical prescriptions and/or vision care, for employees and retirees in the AOCDS representation units and other agreed upon units or groups. Said trust fund shall be administered by trustee(s) designated by AOCDS. Funds in said trust shall not be co-mingled with AOCDS funds. AOCDS employees and their dependents and retired AOCDS employees and their beneficiaries may participate in the Trust subject to the same eligibility requirements as County participants in Section 4.I. AOCDS as the employer and its employees and its retirees shall collectively contribute into the Trust for the full cost of their medical benefits, and no County contributions shall be used towards their premiums or administrative fees. AOCDS shall defend, indemnify, and hold the County harmless from any claims or legal actions arising out of the participation in the Trust of AOCDS employees or their dependents or retired AOCDS employees or their dependents or beneficiaries. It is intended that the administration of the trust shall survive the expiration of this agreement or loss of representation status by AOCDS.
 2. Insurance coverages provided through the Trust with monies contributed by the County shall be made available by AOCDS to all employees in the representation units and retirees of the representation units on an equal basis regardless of membership status.
 3. Monthly premiums for all participating retirees including retired AOCDS employees, dependents and beneficiaries must be at least ten (10) percent higher than the active employee premiums.
 4. The Trust shall operate their insurance programs in accordance with applicable State and/or Federal laws and regulations related to the

administration of the Trust. By October 31st of each year, the Board of Trustees of the Trust shall provide the County with correspondence verifying their compliance with applicable law.

5. The Board of Trustees of the AOCDS Medical Benefits Trust shall annually provide to the County with the following for active and retiree participants:
 - a. A side-by-side comparison of the plan names used by the insurers and the plan names used by the Trust;
 - b. The Summary of Benefits Coverage (SBC) for each plan offered to active employees and retirees;
 - c. Summary of enrollment by active employees and retirees by plan and by tier;
 - d. The actual monthly premiums charged by the health plan carrier detailed by active employees, retirees, and Medicare-eligible retirees; and
 - e. The actual Grant amounts paid towards the retiree health plan premiums and Medicare part "B" reimbursements.
 6. The Trust shall operate with adequate internal controls and accounting practices, and shall have written policies and procedures. This includes a documented anti-fraud program and disaster recovery program.
 7. The parties acknowledge that the Board of Trustees may negotiate with health insurers for a Premium Stabilization Reserve ("PSR") or similar program held by the insurer with the goal of smoothing exposure to claims, risk and utilization fluctuations in a manner relative to the actual experience of the blended pool. The PSR is used by the insurer to reduce the volatility of risk in plan costs from year to year. Any disbursement(s) determined by the Board of Trustees from the PSR fund shall return to the Trust. Upon termination with the insurer any balance in the PSR will be returned to the Trust pursuant to the contractual agreement with the insurer.
- C. Annually the Board of Trustees and the County shall obtain a certified financial statement audit of the Trust. See auditor selection in Section 4.G. The audit of the Trust shall be conducted in accordance with generally accepted auditing standards as determined by the auditor. Contained in the audit report will be the CPA's independent opinion as to whether the financial statements are in conformity with generally accepted accounting principles. The report shall be provided simultaneously to the Trust and the County no later than December 1st of each year or as soon thereafter as is reasonably feasible to both parties.
1. The audited Statement of Changes in Net Assets Available for Benefits

shall contain separate line items for each of the following items:

- a. County Contributions for Active Participants;
 - b. County Contributions for Retiree Grants;
 - c. Participant Contributions made by County employees;
 - d. Participant Contributions made by County retirees;
 - e. Participant Contributions made by County COBRA participants;
 - f. Total Contributions Made By AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees;
 - g. Group Insurance Premiums Paid for County Active Participants;
 - h. Group Insurance Premiums Paid for County Retiree Participants;
 - i. Group Insurance Premiums Paid for County COBRA Participants, and
 - j. Group Insurance Premiums Paid by AOCDS for AOCDS Active Participants, AOCDS COBRA Participants, and AOCDS Retirees.
2. The CPA shall communicate in writing to the Trust and the County any significant matters which come to their attention during the audit of the Trust, such as material weaknesses and significant deficiencies in design or operation of internal controls, illegal acts, or significant fraud risks.
 3. For any significant matters and internal control deficiencies identified by the CPA, the Trust should provide the County with a status of the corrective actions taken to address the findings every six months until the findings have been fully addressed by the Trust.
- D. The auditor selected to perform the joint financial statement audit in Section 4C shall during the same period as the financial statement audit perform the following agreed upon procedures in accordance with applicable AICPA (American Institute of Certified Public Accountants) standards (standards are determined by the auditor) and shall issue a report on the procedures at or near the time the financial statement audit report is issued. The procedures shall be performed for the same plan year as the plan year audited in Section 4C and agreed upon jointly by the Trust and the County prior to the start of the audit.
1. Confirm that retiree premiums set by the health plan carriers are at least ten (10) percent higher than active employee premiums paid during the plan year;

2. Confirm that retiree Grant amounts are only being used for the medical trust premiums or Medicare part "B" premiums and are not being used to offset any other costs and are not being used for any other purpose during the plan year;
 3. Confirm that medical premiums paid during the plan year for AOCDS employees, AOCDS COBRA participants, and AOCDS retirees, their dependents, and beneficiaries are 100% funded by contributions made by AOCDS and its employees, COBRA participants, and retirees. Confirm that during the plan year no County contributions were used to pay the cost of premiums or administrative fees.
 4. Confirm that direct and indirect costs incurred during the plan year by AOCDS are allocated in a reasonable manner to the Trust.
 5. The auditor shall use at a minimum a sample size of 30 and a sample selection from at least one month of each quarter of the audited year.
- E. The parties understand that the trust reserves are assets, inclusive of the balance in any PSR, and may act as a Stabilization Reserve for trust participants. The trust reserves are an accumulation of money participants have contributed to the Trust for the purpose of but not limited to paying toward costs of premiums, administrative costs, and trust reserves. It serves as a hedge against unfavorable claim fluctuations and helps smooth higher than anticipated premium cost increases for trust participants. It may also be used to assist with payment toward premiums for trust participants in the periods between increases in County contributions, to make modifications to the health plan that are in the interests of trust participants or unexpected cost increases due to ACA mandatory changes that may increase premiums in a contract year, and to enable consideration of new health care delivery formats. Trust reserves are necessary to enable the Trust to pay off any deficit of any premium stabilization fund with an insurer, when the Trustees consider it beneficial to change insurers.
- During the term of this MOU, the Trust shall have an actuarial study prepared at the end of plan year June 30, 202~~5~~² to determine the appropriate level of trust reserves. A copy of the final report shall be provided to the County no later than January 31, 202~~6~~³.
- F. The Trust shall every three years beginning with the Trust plan year ending June 30, 2017 have a report prepared by an independent certified public accountant selected by the Trust and who shall not be the same auditor performing the joint audit under section 4(C) outlining the methods used to calculate the amount of administrative fees and expenses paid by the Trust to AOCDS and to third party administrators. The Trust shall provide a copy of the report to the County.
 - G. The auditor for the audit in section 4C and for the agreed upon procedures in section 4D shall be selected every three (3) years as follows: the Trust will recommend at least three (3) independent licensed CPA firms with experience

and expertise in the auditing of benefits trusts for the County's consideration. A County representative may review the selected auditor's submissions of minimum qualifications and selected criteria listed below. The County representative may not make or retain a copy. The Trust will ensure that the three (3) selected auditors will have the following minimum qualifications:

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

AOCDS will evaluate the auditor candidates on the following criteria but not limited to:

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

If any of the three (3) CPA firms does not submit a proposal or is unable to perform the work, the Trust will provide a replacement CPA firm(s) to the County to ensure the County has three (3) qualified CPA firms to select from. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by the Trust. The Trust and the County will enter into a dual agency agreement with the Independent Auditor, whereby the Trust and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide the Trust and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor. The Trust and the County will share the cost of the audit, agreed upon procedures and other related costs equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to the Trust and the County by December 1st or as soon thereafter as is reasonably feasible to both parties. The Independent Auditor will have access to attend the Trust meetings as relevant to the audit purposes. A selected CPA firm shall not use the same lead engagement or auditing partner for the audit, if that firm has performed the audits for the prior six consecutive fiscal years.

If either the County or AOCDS choose to terminate the contract with the auditor prior to that contract expiring, the parties will then begin the process outlined above to select a replacement auditor.

- H. The Trust shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units

arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by AOCDS or employees concerning coverage overlap between the respective County and the Trust plans.

- I. All regular, full-time, limited-term, part-time (at least twenty [20] hours per week), and probationary employees in classifications represented by AOCDS shall be enrolled in AOCDS medical benefit plans the first of the month following hire date.

Eligible employees failing to elect coverage within thirty (30) days of employment or eligibility (whichever is earlier) or failing to maintain medical coverage through the Trust offered medical plans will be automatically enrolled in the lowest cost Trust medical plan as employee only. No employee in a classification represented by AOCDS shall be eligible for County Health insurance plans except in the capacity as an eligible dependent while on unpaid leave of absence. No employee whose retirement has been approved by the County Retirement Board to be effective after June 30, 1988 while in a classification in these units shall be eligible for County health insurance plans.

- J. The Trust shall have an open enrollment at least once a year.
- K. The Trust shall provide Active and Retiree premium amounts for each Plan and tier to the County by the first month of each plan year.
- L. The waiting period for medical insurance coverage of new employees may not exceed sixty [60] days and must meet all requirements for waiting periods under state and federal law, regulations and guidelines.
- M. The Trust may not terminate their medical insurance plans during the term of the MOU. In the event the MOU expires and no labor agreement exists, the medical plan will continue unless and until the Trust provides ninety [90] days notice of intent to terminate coverage to participating County employees and the County. Under the immediate above circumstance, the County will permit employees to enroll in the plans available to County employees. The Trust shall be responsible to pay for all claims during the time of coverage based on the date services were incurred. If the Trust terminates medical plan coverage, the County will terminate its contribution to the Trust fund 30 days prior to plan termination.
- N. Employees eligible for coverage under a Trust plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.
- O. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

- P. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur, except as noted in 2, below:
1. Employee terminates.
 2. Change of representation units not participating in the Trust. Plan eligibility shall terminate on the last day of the month following thirty (30) days from the effective date of the representation unit change.
 3. Disenrollment of a dependent (for the dependent). However, this will not operate to interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
- Q. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.
- R. The Trust agrees to provide all data to the County's actuary as is reasonably necessary to perform an actuarial valuation within ninety (90) days of receiving the request, subject to the actuary's execution of an appropriate confidentiality agreement.

Section 5. Accidental Death and Dismemberment Insurance

The County shall provide an Accidental Death and Dismemberment policy for death or dismemberment for all full-time Peace Officer and Supervising Peace Officer Unit employees and part-time Peace Officer and Supervising Peace Officer Unit employees whose normal workweek consists of at least twenty (20) hours. The policy shall provide benefits for death or dismemberment occurring in the line of duty.

Section 6. Other Insurance Coverage

- A. AOCDS shall maintain a trust fund for the sole purpose of providing insurance benefits such as, but not limited to, disability, dental and life insurance for employees in these Representation Units.
- B. The County shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all regular, regular limited-term and probationary employees in these Representation Units for deposit in said trust fund.
- C. Insurance coverages provided through the trust fund with monies contributed by the County shall be made available by AOCDS to all employees in the Representation Units on an equal basis regardless of membership status.
- D. AOCDS shall agree to the same audit process as outlined in Section 4. C. and D. above.

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

Section 7. Premium Only Plan

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

Section 8. Retiree Medical Plan

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

A. Retiree Medical Grant

1. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan set forth in Section C below shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County-offered health insurance plan and/or Medicare Part B premiums as provided below.
 - a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County health plan premiums, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 1. The accruals of years of service towards the Grant amount for employees were frozen as of October 12, 2007 (the beginning of the pay period of Board adoption).
 - b. The Grant will be adjusted as follows:
 1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (if eligible at no cost) and Medicare Part B.

2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at no cost) and Medicare Part B on or before October 12, 2007.
- c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant.

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

1. An employee who was employed by the County prior to October 12, 2007 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B. 2. below.
2. An employee who was employed by the County prior to October 12, 2007, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to October 12, 2007. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding October 12, 2007.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County or AOCDS-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

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

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

2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d., below:
 - a. A retiree who receives a service-connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant equal to either ten (10) years of credited service or actual years of credited County service, whichever is greater.
 - b. A retiree with a minimum of five years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible for a Grant.
 - c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through the County's Retirement Administrator shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the County's Retirement Administrator.
 - d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the County's Retirement Administrator grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older or eligible for Medicare, i.e. early Medicare, must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.

4. Deferred Retirement

- a. An employee who is eligible for paid retirement at the time he or she separates from County service, but elects deferred retirement, may defer participation in the Grant until such time as he or she becomes an active retiree.
 - b. An otherwise eligible employee who is not eligible for paid retirement at the time he or she separates from County service but is eligible for and elects deferred retirement shall not become eligible for participation in the Grant.
5. For purposes of this Section, a full year of credited service shall mean those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement.

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in Section 8.A. through C., shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
2. A surviving eligible AOCDS retiree who qualifies for a monthly retirement allowance who was married to an AOCDS retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. General Provisions

1. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this section.
2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
3. AOCDS shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.
4. In order to resolve discrepancies within the Grant, the County will provide AOCDS the Grants and supporting data for all AOCDS retirees,

and AOCDS will work with the County to resolve any discrepancies prior to the information being provided to the actuary or auditor.

F. Health Reimbursement Account

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

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

ARTICLE XIV SAFETY

Section 1. General Provisions

- A. No employee shall be required to work under conditions dangerous to the employee's health or safety.
- B. The County shall make every reasonable effort to provide and maintain a safe place of employment. The AOCDS shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Engineer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Engineer. During the period that the Safety Engineer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Engineer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

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

Section 3. Abatement of Violations

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

Section 4. Notification of Injuries in the Line of Duty

The County will notify AOCDS of Cal/OSHA-recordable fatalities, injuries, and illnesses as soon as practically possible under the circumstances. The notification will include the individual's name, the date of the injury, the type of injury, and the facility, department or division where the injury occurred.

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

ARTICLE XV UNIFORMS

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

- Deputy Sheriff I
- Deputy Sheriff II
- Deputy Sheriff Trainee
- Investigator
- Sergeant

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

Section 1. Payroll Deduction/Membership

- A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of AOCDS. AOCDS must notify the County in writing of any new employee that joins.
- B. AOCDS shall notify the County, in writing, as to the amount of dues, deductions and service fees required of members of AOCDS and also the amount of insurance premiums required of employees.
- C. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership. AOCDS will indemnify the County from any claim that fees were wrongfully collected as the results of its failure to notify the County of membership changes.
- D. The County shall rely on the notification of new membership and election of dues deductions supplied by AOCDS. AOCDS will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.
- E. Pursuant to the notification provided by AOCDS in Section 1.A. and B. above, the County will deduct the amount of dues, deductions, service fees, and insurance premiums as determined by AOCDS and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.
- F. The County shall promptly transmit the dues, deductions, service fees, and insurance premiums so deducted to AOCDS.
- G. The foregoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:
- Government Code Sections 1152, 1157.3, 1157.12 and SB 866.
- The parties are not waiving their rights under these statutes, all of which are reserved.
- H. Dues, deductions, and service fees include, but are not limited to, "membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization" per Government Code section 1152 and "dues in, or for any other service, program, or committee provided or sponsored by, any employee organization" per Government Code section 1157.3.

Section 2. Employee Information Listing

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

ARTICLE XVII EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVIII NONDISCRIMINATION

Section 1.

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

Section 2.

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

ARTICLE XIX DEFERRED COMPENSATION

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

ARTICLE XX SEPARABILITY

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

ARTICLE XXI FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

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

Section 2. Health Care Reimbursement Account

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

ARTICLE XXII RETIREMENT

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Effective the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification prior to the 3% at 55 retirement formula Effective Date will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 7.

- a. Subject to the modifications in subsections c. and d. below, effective the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the “3% at 55” safety retirement formula (the “Effective Date”), all new employees to safety classifications represented by AOCDS, who were not in a Safety Retirement Classification with the County prior to their date of entry into AOCDS, will be in the “3% at 55” retirement formula, as provided for in Government Code Section 31664.2.
- b. Effective on and after the first payroll period commencing on or after July 1, 2015, current safety members who were employed by the County in a Safety Retirement Classification and in the 3% at 55 retirement formula after the Effective Date, will contribute one hundred (100%) percent of the OCERS-determined employee normal retirement contribution, as it may from time to time exist, through payroll deductions. If and when future OCERS-mandated employee normal contribution increases (or decreases) occur, the individual employee contribution shall be correspondingly changed to continue to reflect 100% payment of the new amount.

Section 8. The Public Employees’ Pension Reform Act (PEPRA) and Application to PEPRA Defined “New Members”

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating this MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are “new members” as defined by the PEPRA and/or California Government Code section 7522.04(f), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Section 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 9 Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXIII MANAGEMENT RIGHTS

Any of the rights, powers or authority the County had prior to the signing of this Memorandum of Understanding are retained by the County, except those specifically abridged, delegated or modified by this Memorandum of Understanding provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum of Understanding nor restrict AOCDS from consulting with management about the possible consequences of management decisions that affect employees in the Unit.

ARTICLE XXIV MODIFICATION AND WAIVER

Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, only upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation during the term of the Memorandum of Understanding.

ARTICLE XXV SIDE LETTERS & PAST PRACTICES

The parties agree that there may be past practices that exist between the parties at the time of entering into this memorandum of understanding, which would not be superseded by the terms of the new MOU.

However, any written side letters that were in existence at the time of the Board of Supervisors' adoption (October 8, 2019) of this 2019 - 2023 memorandum of understanding shall no longer be effective and will either be revoked or superseded by the terms of the new MOU.

APPENDIX A

Classes included in the Peace Officer Unit as of June 30, 2023~~July 1, 2019~~.

6128	Deputy Sheriff I
6130	Deputy Sheriff II
6124	Deputy Sheriff Trainee
6508	Investigator
6504	District Attorney Investigator

Classes included in the Supervising Peace Officer Unit as of June 30, 2023~~July 1, 2019~~.

6528	Supervising Attorney's Investigator
6135	Sergeant

DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE PEACE OFFICER AND SUPERVISING PEACE OFFICER UNITS

November 29, 2023

Contract Term	June 30, 2023 – June 25, 2026
Salary	<ul style="list-style-type: none"> - Effective the first day of the first full pay period (anticipated December 29, 2023) following Board of Supervisors adoption of MOU, increase salary schedule by 8.00%. - Effective June 28, 2024, the salary schedules will be increased by 5.00%. - Effective June 27, 2025, the salary schedules will be increased by 4.00%.
Premium Pays	<ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned as a Motorcycle Officer will receive premium pay in the amount of \$253.85 biweekly (approximately \$550 per month). - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned as Substitutes to the Hazardous Devices Squad or Explosive Detection Squad will receive premium pay in the amount of

	<p>\$235.39 biweekly (approximately \$510 per month).</p> <ul style="list-style-type: none">- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Hazardous Devices Squad or Explosive Detection Squad on a regular, full-time basis will receive premium pay in the amount of \$535.38 biweekly (approximately \$1160 per month).- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Hazardous Devices Squad or Explosive Detection Squad on a regular, full-time basis and assigned by management as divers will receive premium pay in the amount of \$746.77 biweekly (approximately \$1618 per month).- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees assigned to the Tactical Support Team Assignment shall be paid premium pay in the amount of four (4) percent of individual base pay.- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible Sergeants and Supervising DA Investigators shall be paid thirteen (13) percent of individual base pay for a Supervisory P.O.S.T. Certificate. Employees that currently receive (or eligible employees that submit their request with required documentation prior to December
--	---

	29, 2023) shall continue to receive the pay regardless of classification.
Sick Leave	<p>The following applies to employees without Annual Leave:</p> <ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board adoption, expand Personal Emergency Leave to include Personal Business Leave and allow up to 40 hours per fiscal year. - Effective the first day of the first full pay period following Board adoption, allow 10 hours per fiscal year of Sick Leave for Parent Child School Leave.
Holidays	<ul style="list-style-type: none"> - Observe Native American Day holiday in lieu of Columbus Day. - When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
Clean Up Language	Address administrative changes which have occurred during the term of the contract.
Other Contract Provisions	<p>The parties agree upon other non-economic provisions which are set forth in the proposed MOU including;</p> <ul style="list-style-type: none"> • Confirming that all costs of arbitration are shared between the County and union; • Allow use of bereavement leave to be extended beyond six months from the date of the loss to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss; • Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability; • Continue participation in Bilingual working group;

	<ul style="list-style-type: none">• Update all grievance processing timelines to 14 days;• Clarifying employee rights for representation; and• Limiting the length of an Arbitration for New Hire Probation releases alleging discrimination.
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The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agreed 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 AOCDS and adoption by the County’s Board of Supervisors.

FOR ASSOCIATION OF ORANGE COUNTY
DEPUTY SHERIFFS

FOR THE COUNTY OF ORANGE


Paul Bartlett
Executive Director, AOCDS

11/29/23
Date


Gabriel Bowne
Chief Negotiator, County of Orange

11/29/23
Date



County Executive Office

Memorandum

December 11, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.12.12 08:48:29
+0800

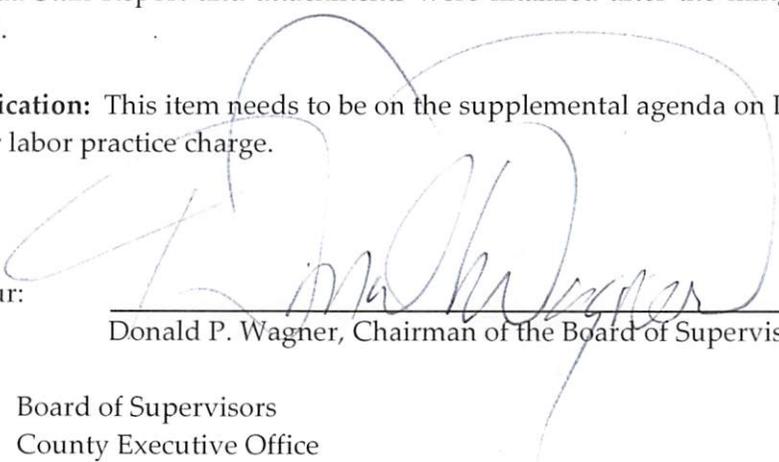
RECEIVED
2023 DEC 12 PM 3:45
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
S35B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 19, 2023, Board Hearing.

Agency: County Executive Office
Subject: Approve 2023-2026 Memorandum of Understanding with the Association of County Law Enforcement Managers for the Law Enforcement Management Unit
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 reached by the parties on December 1, 2023, and the Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on December 19, 2023, to avoid an unfair labor practice charge.

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

2023 DEC 12 PM 3:45
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED

MEETING DATE: 12/19/23

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: County Executive Office by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US

DEPARTMENT HEAD REVIEW: *[Signature]*

DEPARTMENT CONTACT PERSON(S): Colette Farles (714) 834-2836
Jamie Newton (714) 834-2247

SUBJECT: Approve 2023-2026 Memorandum of Understanding with the Association of County Law Enforcement Managers for the Law Enforcement Management Unit

CEO CONCUR

[Signature]

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.12.12 08:47:54 -08'00'

CEO Signature

COUNTY COUNSEL REVIEW

Approve as to Form

Action

[Signature]

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: N/A

Current Year Cost: See Financial Impact Section

Annual Cost: See Financial Impact Section

Staffing Impact: No

of Positions: N/A

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S):

1. Approve and adopt the 2023-2026 Memorandum of Understanding between the County of Orange and the Association of County Law Enforcement Managers for the Law Enforcement Management Unit 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 Memorandum of Understanding between the County of Orange and the Association of County Law Enforcement Managers for the period of June 30, 2023, through June 25, 2026.

SUMMARY:

Approval and adoption of the 2023-2026 Memorandum of Understanding between the County of Orange and the Association of County Law Enforcement Managers for the Law Enforcement Unit will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

The Association of County Law Enforcement Managers (ACLEM) represents approximately 80 employees in four different classifications: Lieutenant; Commander; Investigative Commander, District Attorney; and Assistant Chief Investigator, District Attorney.

On May 9, 2023, representatives from the County and ACLEM commenced the meet and confer process to negotiate a successor agreement to the 2019-2023 Memorandum of Understanding (MOU). Over the next seven months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on December 4, 2023, on the proposal under consideration by your Honorable Board of Supervisors (Board). Human Resource Services requests your Honorable Board's approval and adoption of the 2023-2026 Memorandum of Understanding.

This agreement reflects the Board's desire to maintain a competitive standing among comparable law enforcement agencies for recruitment and retention purposes.

A summary of the more 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, the salary schedules will be increased by 8.00 percent.
- Effective June 28, 2024, the salary schedules will be increased by 5.00 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 of the MOU, eligible employees performing management duties shall be paid nine and a half (9.5) percent of individual base pay for a Management Peace Officer Standards and Training (P.O.S.T.) Certificate.

Sick Leave

- Effective the first day of the first full pay period following Board adoption, allow up to 40 hours per fiscal year for Personal Business Leave.
- Effective the first day of the first full pay period following Board adoption, allow up to 10 hours of Sick Leave per fiscal year for Parent Child School Leave.

Holidays

- Observe Native American Day holiday in lieu of Columbus Day.
- When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When a holiday falls on a Sunday, the next day shall be observed as the holiday.

Compaction Analysis

The County shall perform an internal salary compaction analysis with the goal of completion by January 23, 2024.

Miscellaneous

The proposed MOU includes all negotiated financial and language changes indicated as red-line changes. Other changes include an agreement to:

- Allow use of bereavement leave to be extended beyond six months from the date of the loss to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss;
- Share all costs of arbitration where lawfully permitted; and
- Additional administrative clean-up that occurred during the term of the contract.

FINANCIAL IMPACT:

The estimated total cost incurred over the term of the MOU is \$14.7M, \$12.2M of which is Net County Cost (NCC). The estimated cost of \$1.9M (\$1.5M NCC) will occur in FY 2023-24; \$5.6M (\$4.7M NCC) will occur in FY 2024-25; \$7.2M (\$6.0M NCC) will occur in FY 2025-26.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

- Attachment A – 2023-2026 Association of County Law Enforcement Managers MOU
- Attachment B – 2023-2026 Association of County Law Enforcement Managers MOU (redlined version)
- Attachment C – Signed Deal Points

MEMORANDUM OF UNDERSTANDING

LAW ENFORCEMENT
MANAGEMENT UNIT

2023 - 2026

COUNTY OF ORANGE
AND
ASSOCIATION OF COUNTY LAW
ENFORCEMENT MANAGERS

MEMORANDUM OF UNDERSTANDING
2023 - 2026
COUNTY OF ORANGE
AND
ASSOCIATION OF COUNTY LAW ENFORCEMENT MANAGERS
FOR THE
LAW ENFORCEMENT MANAGEMENT UNIT

This Memorandum of Understanding adopted by the Board of Supervisors sets forth the terms of agreement reached between the County of Orange and the Association of County Law Enforcement Managers as the Exclusively Recognized Employee Organization for the Law Enforcement Management Unit for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective December 19, 2023.

PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Association of County Law Enforcement Managers, hereinafter referred to as ACLEM, was re-certified on May 14, 2014, as the Recognized Employee Organization for the Law Enforcement Management Unit with respect to wages, hours and other terms and conditions of employment. The County hereby recognizes ACLEM as the exclusive representative of employees in this unit.

DEFINITIONS

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

ASSOCIATION shall mean the Association of County Law Enforcement Managers

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.

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

COUNTY shall mean the County of Orange.

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

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

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

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

EXEMPT EMPLOYEE shall mean a regular, limited-term or probationary employee who is designated as Executive, Administrative or Professional per the provisions of the Fair Labor Standards Act.

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

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

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

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

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

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

PRACTICABLE shall mean 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 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.

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

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

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

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

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

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

ARTICLE I WORK PERIOD AND PREMIUM PAY

Section 1. Work Period and Work Week

A.

1. For Law Enforcement Managers the official work period shall be 28 days and shall begin at 12:00 a.m. on each Friday and end at 12:00 a.m. four weeks later.
2. Law Enforcement Management employees are not governed by the customary forty (40) hour workweek and may be expected to work more than forty (40) hours in a given work week pursuant to the specific dictates of the assignment. On occasion, employees may work less than a full workweek if the nature of the assignment so dictates and the employee has either received permission from his/her supervisor to do so or the employee uses appropriate leave time. The Department Head shall regulate the work schedule based on the needs of the County with due regard to maintaining reasonable and equitable work schedules for all employees.

B. If any Law Enforcement Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall not exceed the employee's regular biweekly pay rate.

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

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

Section 2. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift as determined by the Department Head, 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 6 p.m. and 6 a.m.
3. The rate of night shift differential shall be five (5) percent of one-eighth (1/8) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour for each hour worked.
 - a. An employee must be assigned by Department management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer, or his/her designee.

C. Special Assignment Premium

1. The District Attorney may authorize a five (5) percent premium for Commanders and Assistant Chiefs functioning in specialty assignments which have significant responsibility for the management and coordination of countywide regional or federal programs.
2. The Sheriff-Coroner may authorize a five (5) percent premium, based on assignment and performance, for Lieutenants functioning in assignments with significant responsibility for the management and coordination of personnel and resources in support of specialized units, programs, initiatives, or law enforcement contracts.

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

1. A full-time, limited term, or probationary employee who complies with the procedure in this Section D shall be paid nine and a half (9.5) percent of individual base pay for a P.O.S.T. Management Certificate.
2. Employees shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on call pay not to exceed forty [40] hours per week.)
3. The employee shall submit a P.O.S.T. Management Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application. P.O.S.T. pay shall start

the first day of the pay period following receipt by the Department of a valid P.O.S.T. Certificate and shall be paid retroactively (if applicable) to the date the employee submits their application to the Department but not sooner to when the employee becomes eligible. If an employee submits their application prior to being eligible, the Department will determine the eligibility date based on relevant criteria. This determination shall be final and is excluded from the Grievance procedures outlined in Article X (Grievance Procedure and Disciplinary Appeals).

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

The Law Enforcement (LM) Salary Schedule includes only two (2) steps: Probationary and Non-Probationary.

The LM Salary Schedule reflected below was effective July 1, 2022::

Law Enforcement Management - Sheriff Salary Schedule				Law Enforcement Management - District Attorney Salary Schedule			
Pay Rate		Probationary	Non-Probationary	Pay Rate		Probationary	Non-Probationary
LM-1	Hourly	\$88.83	\$92.87	LM-1A	Hourly	\$96.99	\$99.30
	Biweekly	\$7,106.40	\$7,429.60		Biweekly	\$7,759.20	\$7,944.00
	Monthly	\$15,397.20	\$16,097.47		Monthly	\$16,811.60	\$17,212.00
	Annually	\$184,766.40	\$193,169.60		Annually	\$201,739.20	\$206,544.00
		Probationary	Non-Probationary			Probationary	Non-Probationary
LM-2	Hourly	\$102.20	\$106.83	LM-2A	Hourly	\$104.27	\$106.83
	Biweekly	\$8,176.00	\$8,546.40		Biweekly	\$8,341.60	\$8,546.40
	Monthly	\$17,714.67	\$18,517.20		Monthly	\$18,073.47	\$18,517.20
	Annually	\$212,576.00	\$222,206.40		Annually	\$216,881.60	\$222,206.40

- A. Effective the first day of the first full pay period following adoption of this Memorandum of Understanding by the Board of Supervisors, the unadjusted base salary rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 8%.
- B. Effective July 12, 2024, the unadjusted base hourly rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 5%.
- C. Effective July 11, 2025, the unadjusted base hourly rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 4%.
- D. The County shall perform an internal compaction analysis with the goals of a completion date and submission of findings to the Board of Supervisors by January 23, 2024. Should the Board of Supervisors approve the County staff's recommendations, implementation shall take place on the first day of the first full pay period following Board of Supervisors approval.

Section 2. Pay for New Employees

A new employee shall be paid at the probationary step of the salary schedule in effect for the particular class or position in which the new employee is hired.

Section 3. Salary on Promotion

A newly promoted employee shall be paid at the probationary step of the salary schedule in effect for the particular class or position in which the employee is promoted.

Section 4. Salary on Reduction in Class

A.

1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall be placed in the Probationary step for the lower class and shall receive a new probationary period.
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 be placed in the Non-Probationary step for the lower class.

B. When a regular or limited-term regular employee is reduced to a position in a lower class (i.e., Commander to Lieutenant or D.A. Assistant Chief Investigative Commander to D.A. Investigative Commander), by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to the Non-Probationary step on the salary range.

C. When a regular or limited-term employee in good standing is reduced to a position in a lower class (i.e., Commander to Lieutenant or D.A. Assistant Chief Investigative Commander to D.A. Investigative Commander), for reasons other than unsatisfactory performance, the employee shall be reduced to the Non-Probationary step in the lower class.

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

1. If the salary of the employee is the same or less than the maximum of the new class each Probationary employee shall be compensated at the Probationary step in the new salary range of the new class. Each Non-Probationary employee shall be compensated at the Non-Probationary step in the new salary range of the new class.
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

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

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced to the Non-Probationary step of the new class.

Section 5. Salary on Reclassification

- A. The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:
 1. If the position is reclassified to a class with the same salary range, the employee's salary, and probationary status remain the same as in the former class.
 2. If the position is reclassified to a class with a higher or lower salary range, each Probationary employee shall be compensated at the Probationary step in the new salary range of the new class and each Non-Probationary employee shall be compensated at the Non-Probationary step in the new salary range in the new class.

Section 6. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer, be appointed at the same Probationary or Non-Probationary step the person held prior to separation, but no higher than the step the person received at the time of separation.
- B. A former County employee on paid County retirement may be reemployed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge or other reasons authorized by law and may be appointed to the position at an hourly rate not to exceed 80% of the hourly rate that the employee earned at the time of retirement.

Section 7. Changes in Salary Allocation

If a class is reassigned to a higher or lower salary step, each Probationary employee in the class shall be compensated at the new Probationary step. Each Non-Probationary employee in the class shall be compensated at the new Non-Probationary step.

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 ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

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.

An evaluation reflecting successful completion of the probationary period is required before advancement to the new Non-Probationary step.

B. Promotional Probation

1. A full or part-time employee who is promoted shall be placed on promotional probation and shall serve a probation period of fifty-two (52) weeks from the date of promotion ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period for 2080 hours ending with the first day of the pay period following completion of said period.
2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

An evaluation reflecting successful completion of the probationary period is required before advancement to the new Non-Probationary step.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVII, NONDISCRIMINATION or alleged misconduct (to the extent covered by the Public Safety Officers Procedural Bill of Rights Act (POBR)), the employee may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. To the extent permitted by law, an employee on promotional probation may be failed at the sole discretion of the Department at any time without right of appeal or hearing.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand 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 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. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Official Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended period resulting from the Official Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first day of the pay period after said extended date.
2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.
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.
4. Upon recommendation of the Department or request of the employee with concurrence of the Department, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

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

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

Section 2. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 3. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

- C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 4. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. 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 nine (9) months. Temporary promotions which are being used to dual-fill for an employee on leave of absence shall be limited to one year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the 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.

Section 5. 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 6. Reemployment of Regular Employee

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

Section 7. Time Off for Selection Procedures

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

ARTICLE IV LEAVE PROVISIONS

The County may reopen negotiations on this Article for the purpose of clarifying and streamlining language for understandability.

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
2. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
3. After an employee has been paid for six thousand two hundred forty six (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).
4. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband,

registered domestic partner, child, stepchild, grandchild, grandparent, legal guardian or any other relationship as required by law.

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

The first three (3) days or 24 hours, whichever is greater, of paid sick leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee's hire date.

7. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Except as prohibited by law upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
8. Absence from duty because of personal business not to exceed forty (40) working hours during the fiscal year.

9. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
10. 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.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

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

D. General Provisions

1. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
2. Employees hired on or after July 15, 1977 shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:
 - a. Upon paid County retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%

15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who as of date of request, is eligible for Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one third (1/3) of all his or her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.2.a., above. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.2.a.
3. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the Department, apply the period of previous County continuous service for the purpose of determining sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.
 4. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused Sick Leave.

Section 2. Bereavement Leave

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

- A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, civil-union 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 forty (40) hours for each death and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.
- C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.
- D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 10, 11 and 15, below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. If the leave qualifies as Family Leave pursuant to applicable law, the Department Head may require that all sick leave, compensatory leave, vacation time and/or annual leave be used prior to granting Departmental Leave except that the use of sick leave shall be subject to the provisions of Article III, Sections 1.C and D above. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

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

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsection 5. 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 after use of leave balances as specified below:
 - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave or annual leave have been used:
 - b. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals or not more than 100 hours of annual leave have been applied toward the absence. The use of annual leave beyond 100 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks' notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.
5. Except as to leave which must be granted pursuant to Sections 10, 11 and 15 of this Article, the Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the Auditor-Controller and the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.
6. An Official Leave shall not be deemed a break in County service but such Leave shall not be credited toward continuous service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Non-occupational Disability

- A. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement covering diagnosis, prognosis, expected date of return and period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave, compensatory, vacation time, and annual leave have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.
 4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an 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 shall request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

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

Section 8. Leave for ACLEM Business

- A. The County shall allow an employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official ACLEM business, provided that:
1. ACLEM shall make such a request to the employee's Department Head at least ten (10) days in advance.
 2. ACLEM 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 9. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Department Head prior to the expiration of the time limit specified in A., above.

- C. When an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. a statement of the County's intention to accept and enter the employee's automatic resignation, the date the County plans to take this action and its effective date as determined by A., above;
 2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the date the County plans to accept and enter the automatic resignation;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee: 1) responds to the notice before the date the County plans to accept and enter the automatic resignation; 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.
- E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

- G. Automatic resignations shall not be considered a discharge under the provisions of Article 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 legal adoption of a child provided the employee meets the following conditions:
1. The requested Leave is within six (6) months before or after the expected date of birth or legal adoption of the child.
 2. Sufficient documentation of such birth or legal adoption is submitted with the request for Leave.
 3. Such employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours.
 4. All accrued vacation and compensatory time and the portion of annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.1.a of Article VI - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

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

1. is determined to be physically able to return to work by a County-designated physician;
 2. is determined to be physically able to return to work with medical restrictions which the Department can accept;
 3. accepts employment outside the County;
 4. accepts employment in another County position;
 5. is retired pursuant to appropriate Government Code provisions.
- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until such notice is given; however, the Department may waive the notice or reduce the notice period at its discretion.
- D. If an employee's Workers' Compensation Leave or 4850 Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.
- E. For employees on Workers' Compensation Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. ACLEM Presidential Leave

- A. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to the President of ACLEM for the term of this Memorandum of Understanding provided that:
1. The Presidential Leave shall be a minimum of eight (8) hours.
 2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.
 3. ACLEM promptly reimburses the County for all ACLEM President salary expenses incurred during the Presidential Leave.
 4. ACLEM promptly reimburses the County for all benefit expenses incurred during the Presidential Leave.
 5. The employee shall continue to conform to the Department rules and regulations that are not inconsistent with Presidential Leave.
 6. There is not a compelling need for the employee to perform County work.

7. The employee's performance meets standards.
 8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.
- B. Vacation, sick leave, and annual leave accrual rates will apply to the employee as though he or she were on duty status.
 - C. The probation period, if applicable, shall be extended by the length of Presidential Leave. The extended probation period shall end on the first day of the pay period following said date.
 - D. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
 - E. In the event emergency recall of employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. ACLEM shall not be obligated for reimbursement cost listed in A.3. and A.4 above, for the period that Presidential Leave is suspended or cancelled. The provisions of A.1. through A.8., above, shall be suspended during said emergency recall.
 - F. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 13. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, compensatory time, and/or sick leave 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 rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this Section, "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.
2. Family leave may be used in the following situations:

- a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions;
 - b. The birth of a child, and in order to care for the newborn child within one year of birth;
 - 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 ACLEM agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
 4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
 5. Family Leave shall not exceed twelve (12) work weeks for situations covered by Subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
 6. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability

Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. When a request for Family Leave is approved, the Department shall determine whether sick leave, compensatory, vacation time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement. Regardless of the determination an eligible employee may choose to substitute sick leave, vacation, annual leave or compensatory time for unpaid Family Leave. Paid leave will run concurrently with unpaid Family Leave when taken for an FMLA/CFRA qualifying event.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Department with thirty (30) calendar days' notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no such case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. 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 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, parent, registered domestic partner, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is

on active or called to active duty in a foreign country with the dates of active duty services. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

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

ARTICLE V VACATIONSection 1. Accumulation of Vacation

- A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
- B. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty (120) hours per year). Part-time employees will earn vacation on a pro-rated basis. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- C. 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 .077 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] 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 vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- D. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .0962 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately two hundred [200] hours per year), under the same terms and conditions as for the prior rate of accrual.
- E. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The employee shall in addition earn .0193 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- F. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with less than ten (10) years of full-time

continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. Effective as soon as practicable following October 22, 2019, employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 hours) may elect to use a maximum of eighty (80) vacation hours during the fiscal year for approved time off.
- C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article V, Section 1.D.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- D. 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.D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Additional vacation earned during the period of vacation may be taken consecutively.
- F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- G. 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.
- H. No scheduled vacation will be cancelled except in cases of emergency.
- I. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article IV, Section 1.B.7.
- J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as an Election Board Officer or Election Night Help.

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

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

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

1. If an employee has 390 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically and/or operationally feasible.
2. If at any time during a fiscal year an employee has more than 390 hours of accrued vacation hours, the employee shall be permitted to cash out up to ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.
3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 390 hours of accrued vacation hours at any point in the fiscal year. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

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

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 390 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

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

N. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact the Orange County Employees Retirement System (OCERS) for further details.

ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS

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

As discussed more fully in Section 3 of this Article, effective the first pay period of January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.
5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or registered domestic partner, to the extent required by Labor Code section 233.
6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
7. Absence from duty because of personal business.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. Except as restricted 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 or medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 - C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. General Provisions

- A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- B. Vacations (annual leave) shall be scheduled for employees by their Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- C. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable, or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable, or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- D. No scheduled annual leave will be cancelled by the Department except in cases of emergency.
- E. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as an Election Board Officer or Election Night Help.

Section 3. Payoff of Unused Annual Leave

- A. Payoff of unused annual leave during employment shall be administered according to Article V. Sections 2.K and 2.L.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

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

- C. Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F; remaining hours, up to the accrual limits specified in Article V, Section 1.F, 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), 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.
- D. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.
- E. Annual Leave Payout on Retirement

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

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is

eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- F. Notwithstanding any other provision of this Memorandum of Understanding, if an ACLEM member is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the eighty (80) vacation hours that may be used pursuant to Article V, Section 2.B.

ARTICLE VII HOLIDAYSSection 1. Holidays Observed

A. Except as modified in Section 1.B., below, County employees shall observe the following holidays:

- 2023: Independence Day, July 4
 Labor Day, September 4
 Native American Day, September 22
 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 2
 Native American Day, September 27
 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 12
 Washington's Birthday, February 17
 Memorial Day, May 26
 Independence Day, July 4
 Labor Day, September 1
 Native American Day, September 26
 Veteran's 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. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Superior Court, employees who have been designated by the County as being necessary to the operation of said Court may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday falls on a Sunday, the next day shall be observed as the holiday.
- D. When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
- E. When Christmas Day, New Year's Day, Lincoln's Birthday, Independence Day, or Veteran'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, January 1, February 12, July 4, or November 11, 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, January 1, February 12, July 4, or November 11, respectively. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays and the following Monday.
- F. When Christmas Day, New Year's Day, Lincoln's Birthday, Independence Day, or Veteran'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, January 1, February 12, July 4, or November 11, 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, January 1, February 12, July 4, or November 11, respectively. Under no circumstances shall an employee receive holiday compensation for both the actual day of observance of the holidays 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. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- C. Compensation for Holidays Falling on Scheduled Days Off
 - 1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
 - 2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
- D. Compensation for Work on Holidays
 - 1. An employee who is required to work on Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.
 - 2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.
 - 3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive in addition to pay as provided in D.1. or 2. of this Section compensatory time for each hour worked to a maximum of eight (8) hours.
- E. 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 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 Memorandum of Understanding, shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
- 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. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service standard mileage rate for the business use of a car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

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

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that D.A. Investigative Commanders/Assistant Chief Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability insurance, transport witnesses and prisoners and incur other miscellaneous expenses, effective August 7, 2015, the County shall pay a five hundred, fifty (\$550) dollar annual transportation expense allowance to D.A. Investigative Commanders/Assistant Chief Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year.

Section 4. Optional Benefit Plan

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

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

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

The options available shall include the following types of benefits such as:

1. Cash (taxable);
 2. Health/Accident;
 - a. Health care and/or dental expenses which are not reimbursed through any other source (employee and/or dependents) as permitted by state and federal law, regulations, and guidelines, and as permitted by the County's Section 125 Plan Document. Examples of items covered under this provision may include such items as health and dental insurance deductibles, vision care, lenses and frames for eye glasses, and orthodontic treatment;
 - i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 2. a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.
 - ii. Claims shall be made in the manner and/or form designated by the County or its designee, and shall be paid subject to state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan Document.
 - iii. Any portion of the Optional Benefit allocated towards the health reimbursement category in which claims are not incurred within the plan period shall remain County funds.
 - b. Employee's share of Accidental Death and Dismemberment insurance premiums for employee and dependents available through the County. The AD&D premium option will be eliminated effective Plan Year 2020 or as soon thereafter as administratively feasible.
 3. The County's Defined Contribution Plan: A pre-tax contribution to the County's Section 457(b) Defined Contribution Plan.
- D. An employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law,

regulations and guidelines, and allowed by the County's Section 125 Plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

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

Section 5. Uniforms

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

Lieutenants
Commanders

Section 6. Educational and Professional Reimbursement

Effective October 25, 2019, 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.

ARTICLE IX DISCIPLINARY ACTION

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

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

- A. In suspending an employee, reducing a regular, limited-term, or probationary employee, 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 ACLEM in a hearing pursuant to this Article.
- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action.
- F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2. and 3. of this Article.

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

Section 2. Suspension

- A. No regular, limited-term, or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 3. Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class 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 shall be initiated at Step 2 of the grievance/appeal procedure, except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 4. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be affected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. A discharge may be appealed to advisory arbitration pursuant to Article X, Section 8. B. or to remedies provided in Article X, Section 9.

Section 5. Investigatory Meeting

- A. An employee required to attend an 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 be represented by a representative of his or her choice in an 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, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
 - 2. matters which have other means of appeal, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;
 - 3. position classification;
 - 4. performance evaluations with a standard or equivalent rating.

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 County representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and the employee or ACLEM any step of the grievance procedure may be waived.
- D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. ACLEM may appeal this decision to the Board of Supervisors.
- E. Upon written consent of the parties, i.e., the representatives of the County and the employee or his or her representative, the time limits at any step in the procedure may be extended.

- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.
- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.
- H. 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, or his/her representative if represented, shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination shall automatically be tolled until the EEO Office has notified the grievant and/or his/her representative of the disposition of the allegation(s), at which point the time limits for processing the grievance shall resume.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

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

Section 5. Time Off for Processing Grievances/Appeals

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

1. An employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority to resolve the matter, as prescribed herein, or to meet with his or her grievance/appeal representative.
 2. An authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority to resolve the grievance/appeal, as prescribed herein, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records relating to the grievance/appeal.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:
1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
 2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
 - a. the representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. 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. For grievances alleging

discrimination, the timelines set forth below shall be tolled as provided in Section 2.H.

Step 1: Department Head

An employee may formally submit a grievance to the Department Head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and suggested solution. Within seven (7) calendar days after the receipt of the written grievance, the Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Chief Human Resources Officer

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

- a) an interpretation or an application of this Memorandum of Understanding;
- b) a written reprimand; or
- c) a probationary release alleging discrimination or employee rejected from probation for acts of misconduct (to the extent covered by POBR),

it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. 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 Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in b or c, above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Interpretation/Application of MOU Language

If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. If, within three hundred sixty five (365) days of the request for arbitration, the County and ACLEM have not yet initially calendared the appeal with an arbitrator, the grievance is considered withdrawn and finally resolved. The arbitration hearing itself need not occur within the three hundred sixty five (365) day window.

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

B. Appeals of Suspensions/Reductions

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 2, a request for arbitration may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.
- b. An appeal from any suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.
- c. All appeals shall be signed by an employee or by a representative of ACLEM and shall be submitted in writing.
- d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause?
If not, what is the remedy?
- e. As soon as practicable after a suspension/reduction appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

2. Findings of Facts and Remedies

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

- a. If the arbitrator finds that the suspension/reduction was taken for reasonable cause, he or she shall sustain the action.
- b. If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

C. Appeals of Discharges

1. Submission Procedure

- a. A discharge may be appealed directly to arbitration within ten (10) calendar days from the date the decision was rendered.
- b. All appeals shall be signed by an employee or by a representative of ACLEM and shall be submitted in writing.
- c. The issue in all appeals of discharge shall be:

Was (employee's name) discharged for reasonable cause? If not, what is the remedy?
- d. As soon as practicable after a discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal; provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.
- e. The arbitrator shall advise that the order of discharge be sustained, modified, or rescinded.
- f. The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

D. Probationary Releases Alleging Discrimination or Probationary Release Based on Acts of Misconduct (to extent provided by POBR)

1. The issue 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 unlawful discrimination by the County?
- b. If so, what shall the remedy be under Article X Section 8. of this Memorandum of Understanding?

2. Findings of Facts and Remedies

- a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.
- b. In the event the arbitrator finds unlawful discrimination, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
- c. In the event the arbitrator finds unlawful discrimination, and also finds that the discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 - 1) The probationary release may be sustained.
 - 2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 - 3) The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
- d. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

E. General Provisions

1. Except as otherwise required by law, the cost of an arbitration (including court reporter, arbitrator fees, and costs associated with arbitrator selection) shall be shared equally in all cases by the County and the appealing party except in matters of discharge and when the appealing party solely alleges unlawful discrimination, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitral issues, the proper division of costs shall be determined by the arbitrator.
2. Grievance/Appeal hearings by an arbitrator shall be private.
3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
4. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
5. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
6. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless

of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
8. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
9. The parties agree to forego the use of briefs and transcripts whenever practicable.
10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

Section 9. Court Action

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

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provision

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

Section 2. Order of Layoff

- A. When a reduction in the work force is implemented, each Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.
- B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance. Where a Department determines that two or more employees' knowledge, skills, and performance are generally equivalent, years of service shall be given consideration.

Section 3. Notification of Employees

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

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

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be placed on the Departmental Rehire List pursuant to Article XI, Section 5.

Section 5. Rehire Lists

- A. The names of persons laid off shall be placed on a Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.
- B. Persons on the Departmental Rehire List for that class will be considered prior to those eligible on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.
- C. Names of persons placed on the Departmental Rehire List shall remain on the list for two (2) years, except that:

1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.
 2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.
 3. A person who retires from the County shall be removed from all lists.
- D. In the event two (2) or more agencies/departments are consolidated while Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one Department to another Department occurs, employees previously laid off from such function(s) who are on a Departmental Rehire List for the Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the Department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 6. Status on Rehire

- A. An employee who has been laid off under the provisions of this Article and is subsequently rehired in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
1. All sick leave or remaining annual leave balance credited to the employee's account when laid off shall be restored.
 2. All service hours held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining sick leave, vacation leave, and annual leave earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article II, Sections 1.B.1. or 1.B.2., if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XII ON-THE-JOB INJURIES, WORKERS' COMPENSATION

Section 1. On-the-Job Injuries

A. Medical Treatment

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

B. Disability Payments and Leave

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

Section 2. Exhaustion of 4850 Benefits

- A. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, such employee shall be treated in the following manner:
1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
 2. he or she shall be placed on Workers' Compensation Leave pursuant to Article IV, Section 11.; and
 3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
 4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
- B. Upon exhaustion of all sick leave, compensatory time and vacation, or annual leave the employee shall not accrue sick leave, vacation or annual leave for the remainder of Workers' Compensation Leave.

- C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered County service for merit increase eligibility and completion of the probation period.
- D. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation or annual leave earning rates.

Section 3. Exposure to Contagious Diseases

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

ARTICLE XIII MEDICAL INSURANCESection 1. Medical InsuranceA. Medical Insurance Contribution

1. ACLEM employees (actives and retirees) will be covered by an AOCDS medical benefit plan.
 2. Effective at the start of the first pay period commencing on or after January 1, 2019, the County shall contribute \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 3. Effective July 2, 2021 the County shall contribute \$1,493 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 4. Effective July 1, 2022 the County shall contribute \$1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 5. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance trust as stated in the AOCDS MOU will also be applicable to ACLEM employees.
 6. Law enforcement managers who retired after July 1, 1988 will be covered by the AOCDS retiree medical benefit plans. Law Enforcement Managers who retired prior to July 1, 1988 will continue to be covered by the County's health plans.
- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
- C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 2. AOCDS Medical Insurance Trust Fund

- A. ACLEM employees will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County. All requirements of the AOCDS Medical Insurance Trust Fund and AOCDS health plans as stated in the AOCDS MOU shall apply to ACLEM. Any negotiated change to the AOCDS Medical Insurance Trust Fund requirements and provisions or AOCDS health plans as stated in the AOCDS MOU will also be applicable to ACLEM.
- B. ACLEM shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by ACLEM or employees concerning coverage overlap between the respective County and AOCDS plans.
- C. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

Section 3. Other Insurance Coverage

The County will provide to all full time regular, regular limited-term and probationary employees the following provided the employee's normal workweek consists of at least forty (40) hours:

- A. Life Insurance and Accidental Death and Dismemberment Insurance
 - 1. Basic life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000) per full-time employee without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

2. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.
- B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after sick leave, or 192 hours of annual leave for full-time employees or 96 hours of annual leave for part-time employees (whichever is applicable, depending on which leave plan employee is covered by) is exhausted, sixty (60) percent of salary for up to one (1) year for certified non-occupational injury or illness. If the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence, eligibility for Short-Term disability will begin when that portion of annual leave is exhausted. The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.
 - C. Long-Term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.
 - D. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees.

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

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

Effective August 1, 1993, and as amended herein by the Board of Supervisors, the County shall administer a Retiree Medical Plan (Plan) for employees to include a Retiree Medical Grant (Grant) or a lump sum benefit (Lump Sum) as set forth below. New employees hired on or after June 19, 2009 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum.

A. Retiree Medical Grant

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. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS health insurance plan and/or Medicare Part B premiums as provided below.
 - a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County retiree health plan premiums, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 1. The accruals of years of service towards the Grant amount for employees were frozen as of June 19, 2009 (the beginning of the pay period of Board adoption).
 - b. The Grant will be adjusted as follows:
 1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (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.
 2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at

no cost) and Medicare Part B on or before September 26, 2006.

- c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days from the date they retire to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant, 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 B. 2. below.
2. An employee who was 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 or AOCDS-offered health plan and/or receipt of a Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). Employees hired on or after June 19, 2009 are not eligible for the Grant. For an employee who was continuously employed by the County prior to June 19, 2009, any hours of service performed in periods on or after June 19, 2009 shall be included as a part of the credited service towards the Grant eligibility requirements if the employee is continuously employed by the County from June 19, 2009 until his or her retirement. Accrual towards the Grant amount is frozen as set forth in Section 5.A.1.a.1.

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

2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d., below:
 - a. A retiree who was hired before June 19, 2009 and receives a service-connected disability retirement pension through OCERS shall be eligible for a Grant regardless of their actual years of credited County service. Their Grant shall be based upon the actual years of credited County service.
 - b. A retiree who was hired before June 19, 2009 with a minimum of five years of credited County service who receives a non-service connected disability retirement pension through OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension through OCERS shall not be eligible for a Grant.
 - c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through OCERS shall not be eligible to receive either the 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 OCERS grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older, or Medicare eligible (i.e. early Medicare), must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.
4. Deferred Retirement
 - a. An employee who is eligible for paid retirement at the time he or she separates from County service, but elects deferred retirement, may defer participation in the Grant until such time as he or she becomes an active retiree.
 - b. An otherwise eligible employee who is not eligible for paid retirement at the time he or she separates from County service but is eligible for and elects deferred retirement shall not become eligible for participation in the Grant.

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

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in Section 5.A through C, shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
2. A surviving eligible ACLEM retiree who qualifies for a monthly retirement allowance who was married to an ACLEM, AOCDS, or County retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. Employee Contribution

1. Except as provided in E.2., E.3., and E.4. below, effective June 19, 2009, employees shall continue to contribute three and six-tenths percent (3.6%) of their bi-weekly base salary, exclusive of overtime and premium pay, to offset the Annual Required Contribution (ARC) to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.
2. Except as provided in E.4. below, employees hired on or after the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the "3% at 55" safety retirement formula shall contribute two percent (2%) of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.
3. Effective either at the start of the first payroll period commencing on or after the Board of Supervisors' adoption of the 2015-2018 MOU or the first pay period commencing on or after July 10, 2015, whichever is the latter, employees covered under the "3% at 50" safety retirement formula shall have their ARC contribution reduced from 3.6% to 1.6% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

4. Effective either at the start of the first payroll period commencing on or after the Board of Supervisors' adoption of the 2015-2018 MOU or the first pay period commencing on or after July 10, 2015, whichever is the latter, employees covered under the "3% at 55" safety retirement formula shall have their ARC contribution reduced from 2.0% to 0% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

F. General Provisions

1. AOCDS shall administer the health insurance program for retirees of this unit, subject to the requirements set forth in this section.
2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
3. AOCDS and ACLEM shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

G. Health Reimbursement Account

Effective October 12, 2007, the County established a Health Reimbursement Account (HRA) for current and future employees. Members of ACLEM began participation in the HRA on June 19, 2009. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Arrangement Plan Document.

1. Effective June 19, 2009, employees began contributions of one (1) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to fund their Health Reimbursement Account Plan.
2. Effective June 19, 2009, the County began contributions of one (1) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.
3. Effective November 11, 2016, the County began contributions of two (2) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan. The employee contribution referenced in subsection 1 above, shall be reduced from one (1) percent to zero (0) percent.

4. Effective as of July 6, 2018, the County will contribute four (4) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Section 6. Reopener and Responsibilities of Parties as a Result of ACA

The County may reopen negotiations on this Article and other provisions of the MOU (e.g., Optional Benefits program in Article VII, Section 4, 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 is expected to begin in 2018. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (e.g., modification of benefits).

The Parties acknowledge that ACLEM members are enrolled in health plans administered by AOCDS. The parties are uncertain about the issues referred to above, but expect that these issues will be addressed in future negotiations between the County and AOCDS.

ACLEM agrees to be bound by any agreements between the County and AOCDS reached as to these issues with the understanding that it may be necessary to modify any such agreements to reflect differences that exist between the bargaining units regarding levels of payments made, etc.

ACLEM agrees to ensure that the County receives any and all information necessary for the County to complete reporting under IRC sections 6055 and 6056 or other reporting as required by the Patient Protection and Affordable Care Act or any other state or federal requirements.

If any fees, assessments or penalties are charged to the County (as the employer) as a result of any failure to meet the health care reform requirements outlined above in conjunction with the health care benefits provided by the AOCDS medical plan Trust, ACLEM agrees to be bound by any agreement reached between the County and AOCDS regarding payment of said fees, assessments or penalties.

For the purposes of distributing any potential rebates received under the Minimum Loss Ratio rules, the County will use any such rebates to reduce the premium share for members covered by the benefit plan or option generating the rebate.

ARTICLE XIV SAFETY

Section 1. General Provisions

- A. The parties recognize that due to the nature of law enforcement, employees are required to work under conditions dangerous to the employee's health or safety.
- B. Nonetheless, the County shall make a reasonable effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Abatement of Violations

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

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

Section 1. Payroll Deduction/Membership

A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of ACLEM. ACLEM must notify the County in writing of any new employee that joins.

B. ACLEM shall notify the County, in writing, as to the amount of dues, deductions and service fees required of members of ACLEM and also the amount of insurance premiums required of employees.

C. ACLEM must notify the County of any employee requesting to be removed from ACLEM membership. ACLEM will indemnify the County from any claim that fees were wrongfully collected as the result of its failure to notify the County of membership changes.

D. The County shall rely on the notification of new membership and election of dues deductions supplied by ACLEM. ACLEM will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.

E. Pursuant to the notification provided by ACLEM in Section 1.A. and B. above, the County will deduct the amount of dues, deductions, service fees, and insurance premiums as determined by ACLEM and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.

F. The County shall promptly transmit the dues, deductions, service fees, and insurance premiums so deducted to ACLEM.

G. The foregoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties are not waiving their rights under these statutes, all of which are reserved.

H. Dues, deductions, and service fees include, but are not limited to, "membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization" per Government Code section 1152 and "dues in, or for any other service, program, or committee provided or sponsored by, any employee organization" per Government Code section 1157.3.

Section 2. Employee Information Listing

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

ARTICLE XVI EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVII NONDISCRIMINATION

Section 1.

The County and ACLEM 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.

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

ARTICLE XVIII DEFINED COMPENSATION

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

ARTICLE XIX SEPARABILITY

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

ARTICLE XX FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

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

Section 2. Health Care Reimbursement Account

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

ARTICLE XXI RETIREMENT

Section 1.

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

Section 2.

Effective as of July 10, 2015, employees pay their full member contributions; the County no longer pays toward safety member employees' retirement contribution.

Section 3.

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

Section 4.

Effective June 28, 2002, the County implemented the 3% at 50 safety retirement formula for current active employees for all years of service as specified under the applicable Government Code Sections. Employees hired by the County prior to the implementation of the 3% at 55 safety retirement formula (see Section 5 below) will be in the 3% at 50 safety retirement formula.

Section 5.

Effective March 16, 2010, all new employees to safety classifications represented by ACLEM, who were not in a Safety Retirement Classification with the County prior to their date of entry into ACLEM and who are not considered "new members" within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), will be in the "3% at 55" retirement formula, as provided for in Government Code Section 31664.2.

Section 6.

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

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this 2015-2018 MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating the 2015-2018 MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are “new members” as defined by the PEPRA (Government Code section 7522.04(f)), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Sections 7522.30 and 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 7. Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum of Understanding (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXII COUNTY RIGHTS

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

APPENDIX A

Classes included in the Law Enforcement Management Unit as of January 1, 2021.

6138ML	Lieutenant
6141ML	Commander
6531ML	Investigative Commander, DA
6534ML	Assistant Chief Investigator, DA

MEMORANDUM OF UNDERSTANDING

LAW ENFORCEMENT
MANAGEMENT UNIT

2023~~19~~ - 2026~~3~~

COUNTY OF ORANGE
AND
ASSOCIATION OF COUNTY LAW
ENFORCEMENT MANAGERS

MEMORANDUM OF UNDERSTANDING

20~~23~~¹⁹ - 202~~2~~⁶₃

COUNTY OF ORANGE

AND

ASSOCIATION OF COUNTY LAW ENFORCEMENT MANAGERS

FOR THE

LAW ENFORCEMENT MANAGEMENT UNIT

This Memorandum of Understanding adopted by the Board of Supervisors sets forth the terms of agreement reached between the County of Orange and the Association of County Law Enforcement Managers as the Exclusively Recognized Employee Organization for the Law Enforcement Management Unit for the period beginning June ~~30~~²¹, 20~~23~~¹⁹ through June 2~~5~~⁹, 202~~2~~⁶₃. Unless otherwise indicated herein, all provisions shall become effective ~~October 25, 2019~~December 19, 2023.

PREAMBLE

Recognition

Pursuant to the provisions of the Employee Relations Resolution of the County of Orange and the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.), the Association of County Law Enforcement Managers, hereinafter referred to as ACLEM, was re-certified on May 14, 2014, as the Recognized Employee Organization for the Law Enforcement Management Unit with respect to wages, hours and other terms and conditions of employment. The County hereby recognizes ACLEM as the exclusive representative of employees in this unit.

DEFINITIONS

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

ASSOCIATION shall mean the Association of County Law Enforcement Managers

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.

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

COUNTY shall mean the County of Orange.

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

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

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

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

EXEMPT EMPLOYEE shall mean a regular, limited-term or probationary employee who is designated as Executive, Administrative or Professional per the provisions of the Fair Labor Standards Act.

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

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

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

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

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

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

PRACTICABLE shall mean 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 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.

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

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

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

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

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

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

ARTICLE I WORK PERIOD AND PREMIUM PAY

Section 1. Work Period and Work Week

A.

1. For Law Enforcement Managers the official work period shall be 28 days and shall begin at 12:00 a.m. on each Friday and end at 12:00 a.m. four weeks later.
2. Law Enforcement Management employees are not governed by the customary forty (40) hour workweek and may be expected to work more than forty (40) hours in a given work week pursuant to the specific dictates of the assignment. On occasion, employees may work less than a full workweek if the nature of the assignment so dictates and the employee has either received permission from his/her supervisor to do so or the employee uses appropriate leave time. The Department Head shall regulate the work schedule based on the needs of the County with due regard to maintaining reasonable and equitable work schedules for all employees.

B. If any Law Enforcement Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall not exceed the employee's regular biweekly pay rate.

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

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

Section 2. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift as determined by the Department Head, 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 6 p.m. and 6 a.m.
3. The rate of night shift differential shall be five (5) percent of one-eighth (1/80) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour for each hour worked.
 - a. An employee must be assigned by Department management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer, or his/her designee.

C. Special Assignment Premium

1. The District Attorney may authorize a five (5) percent premium for Commanders and Assistant Chiefs functioning in specialty assignments which have significant responsibility for the management and coordination of countywide regional or federal programs.
2. The Sheriff-Coroner may authorize a five (5) percent premium, based on assignment and performance, for Lieutenants functioning in assignments with significant responsibility for the management and coordination of personnel and resources in support of specialized units, programs, initiatives, or law enforcement contracts.

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

1. A full-time, limited term, or probationary employee who complies with the procedure in this Section D shall be paid nine and a half (9.5) percent of individual base pay for a P.O.S.T. Management Certificate.
2. Employees shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, "regular hours paid" shall mean all paid hours exclusive of overtime, call back or on call pay not to exceed forty [40] hours per week.)
3. The employee shall submit a P.O.S.T. Management Certificate application to the Department, in a format determined by P.O.S.T., with the appropriate supporting documentation attached to the application. P.O.S.T. pay shall start

the first day of the pay period following receipt by the Department of a valid P.O.S.T. Certificate and shall be paid retroactively (if applicable) to the date the employee submits their application to the Department but not sooner to when the employee becomes eligible. If an employee submits their application prior to being eligible, the Department will determine the eligibility date based on relevant criteria. This determination shall be final and is excluded from the Grievance procedures outlined in Article X (Grievance Procedure and Disciplinary Appeals).

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

The Law Enforcement (LM) Salary Schedule includes only two (2) steps: Probationary and Non-Probationary.

The LM Salary Schedule reflected below was effective ~~July 1, 2022: January 4, 2019:~~

Law Enforcement Management - Sheriff Salary Schedule			
Pay Rate		Probationary	Non-Probationary
LM-1	Hourly	\$88.83	\$92.87
	Biweekly	\$7,106.40	\$7,429.60
	Monthly	\$15,397.20	\$16,097.47
	Annually	\$184,766.40	\$193,169.60
		Probationary	Non-Probationary
LM-2	Hourly	\$102.20	\$106.83
	Biweekly	\$8,176.00	\$8,546.40
	Monthly	\$17,714.67	\$18,517.20
	Annually	\$212,576.00	\$222,206.40

Law Enforcement Management - District Attorney Salary Schedule			
Pay Rate		Probationary	Non-Probationary
LM-1A	Hourly	\$96.99	\$99.30
	Biweekly	\$7,759.20	\$7,944.00
	Monthly	\$16,811.60	\$17,212.00
	Annually	\$201,739.20	\$206,544.00
		Probationary	Non-Probationary
LM-2A	Hourly	\$104.27	\$106.83
	Biweekly	\$8,341.60	\$8,546.40
	Monthly	\$18,073.47	\$18,517.20
	Annually	\$216,881.60	\$222,206.40

Law Enforcement Management - Sheriff Salary Schedule			
Pay Rate	-	Probationary	Non-Probationary
LM-1	Hourly	\$77.42	\$80.94
	Biweekly	\$6,193.60	\$6,475.20
	Monthly	\$13,419.47	\$14,029.60
	Annually	\$161,033.60	\$168,355.20
		Probationary	Non-Probationary
LM-2	Hourly	\$89.05	\$93.10
	Biweekly	\$7,124.00	\$7,448.00
	Monthly	\$15,435.33	\$16,137.33
	Annually	\$185,224.00	\$193,648.00

Law Enforcement Management - District Attorney Salary Schedule			
Pay Rate	-	Probationary	Non-Probationary
LM-1A	Hourly	\$84.52	\$86.54
	Biweekly	\$6,761.60	\$6,923.20
	Monthly	\$14,650.13	\$15,000.27
	Annually	\$175,801.60	\$180,003.20
		Probationary	Non-Probationary
LM-2A	Hourly	\$90.86	\$93.10
	Biweekly	\$7,268.80	\$7,448.00
	Monthly	\$15,749.07	\$16,137.33
	Annually	\$188,988.80	\$193,648.00

A. Effective the first day of the first full pay period following adoption of this Memorandum of Understanding by the Board of Supervisors, the unadjusted base salary rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by ~~3.5~~83.5%.

B. Effective July ~~123, 20240~~, the unadjusted base hourly rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by ~~3.5~~3.5%.

C. Effective July ~~112~~, 202~~54~~, the unadjusted base hourly rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by ~~43.5~~%.

C.D. The County shall perform an internal compaction analysis with the goals of a completion date and submission of findings to the Board of Supervisors by January 23, 2024. Should the Board of Supervisors approve the County staff's recommendations, implementation shall take place on the first day of the first full pay period following Board of Supervisors approval.

~~D.~~ Effective July 1, 2022, the unadjusted base hourly rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 3.5%.

Section 2. Pay for New Employees

A new employee shall be paid at the probationary step of the salary schedule in effect for the particular class or position in which the new employee is hired.

Section 3. Salary on Promotion

A newly promoted employee shall be paid at the probationary step of the salary schedule in effect for the particular class or position in which the employee is promoted.

Section 4. Salary on Reduction in Class

A.

1. When a probationary employee, an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class not previously occupied by the employee, the employee shall be placed in the Probationary step for the lower class and shall receive a new probationary period.
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 be placed in the Non-Probationary step for the lower class.

B. When a regular or limited-term regular employee is reduced to a position in a lower class (i.e., ~~Captain-Commander~~ to Lieutenant or D.A. Assistant Chief Investigative Commander to D.A. Investigative Commander), by demotion for

reasons of unsatisfactory performance, the employee's salary shall be reduced to the Non-Probationary step on the salary range.

- C. When a regular or limited-term employee in good standing is reduced to a position in a lower class (i.e., ~~Captain-Commander~~ to Lieutenant or D.A. Assistant Chief Investigative Commander to D.A. Investigative Commander), for reasons other than unsatisfactory performance, the employee shall be reduced to the Non-Probationary step in the lower class.
- D. When a regular, limited-term or probationary employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:
1. If the salary of the employee is the same or less than the maximum of the new class each Probationary employee shall be compensated at the Probationary step in the new salary range of the new class. Each Non-Probationary employee shall be compensated at the Non-Probationary step in the new salary range of the new class.
 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

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

25 years or more

Seven years from the
date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his or her salary shall be reduced to the Non-Probationary step of the new class.

Section 5. Salary on Reclassification

- A. The salary of a regular, limited-term or probationary employee whose position is reclassified shall be determined as follows:
 1. If the position is reclassified to a class with the same salary range, the employee's salary, and probationary status remain the same as in the former class.
 2. If the position is reclassified to a class with a higher or lower salary range, each Probationary employee shall be compensated at the Probationary step in the new salary range of the new class and each Non-Probationary employee shall be compensated at the Non-Probationary step in the new salary range in the new class.

Section 6. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Chief Human Resources Officer, be appointed at the same Probationary or Non-Probationary step the person held prior to separation, but no higher than the step the person received at the time of separation.
- B. A former County employee on paid County retirement may be reemployed for the maximum allowable time, pursuant to Government Code provisions, in any one (1) fiscal year in a position requiring special skills and knowledge or other reasons authorized by law and may be appointed to the position at an hourly rate not to exceed 80% of the hourly rate that the employee earned at the time of retirement.

Section 7. Changes in Salary Allocation

If a class is reassigned to a higher or lower salary step, each Probationary employee in the class shall be compensated at the new Probationary step. Each Non-Probationary employee in the class shall be compensated at the new Non-Probationary step.

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 ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

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.

An evaluation reflecting successful completion of the probationary period is required before advancement to the new Non-Probationary step.

B. Promotional Probation

1. A full or part-time employee who is promoted shall be placed on promotional probation and shall serve a probation period of fifty-two (52) weeks from the date of promotion ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period for 2080 hours ending with the first day of the pay period following completion of said period.
2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the employee's Department Head is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

An evaluation reflecting successful completion of the probationary period is required before advancement to the new Non-Probationary step.

C. Failure of Probation

1. New Probation

An employee on new probation may be released at the sole discretion of the Department at any time without right of appeal or hearing except that where an employee alleges his or her release was the result of discrimination by the County in violation of Article XVII, NONDISCRIMINATION or alleged misconduct (to the extent covered by the Public Safety Officers Procedural Bill of Rights Act (POBR)), the employee may submit a grievance at Step 2 of the grievance procedure within ten (10) days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. To the extent permitted by law, an employee on promotional probation may be failed at the sole discretion of the Department at any time without right of appeal or hearing.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the class for the purpose of training for a promotion to a higher class.
- c. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the employee's Department Head shall not have the right to return to his or her former class.
- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand 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 or her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 1.E.1. and 2. of this Article, below, and an employee who is permitted by the Department to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Official Leave of Absence shall cause the employee's probation period to be extended by the length of the Official Leave in excess of fifteen (15) calendar days. If the employee is on probation, the extended period resulting from the Official Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first day of the pay period after said extended date.
2. A new or promotional probationary employee who is on paid Administrative Leave shall have his or her probationary period extended by the length of the leave. If the extended probationary period ends in the middle of a pay period, the probationary period shall be extended to conclude on the final day of that pay period.
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.
4. Upon recommendation of the Department or request of the employee with concurrence of the Department, the probation period of an employee may be extended at the sole discretion of the Chief Human Resources Officer for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Chief Human Resources Officer before the normal probation period is completed.

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

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

Section 2. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief Human Resources Officer and the employee concerned or by an order of an arbitrator, court or impartial hearing officer unless the particular item is otherwise required by law to be kept.

Section 3. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Department Head shall become a limited-term regular employee.

- C. All limited-term employees who transfer to permanent funded positions shall serve a new probation period. Limited-term regular employees who transfer to permanent positions shall maintain their original hire date for purposes of vacation and sick leave, or annual leave accrual, retirement and layoff.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Department Head shall make such an order in writing prior to the date of transfer or promotion.

Section 4. Temporary Promotion

- A. A regular, probationary or limited-term employee who is assigned on a temporary basis to a higher level vacant regular or limited-term position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his or her former class. In such a case the employee shall be reassigned within five (5) working days.
- B. 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 nine (9) months. Temporary promotions which are being used to dual-fill for an employee on leave of absence shall be limited to one year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the 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.

Section 5. 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 6. Reemployment of Regular Employee

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

Section 7. Time Off for Selection Procedures

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

ARTICLE IV LEAVE PROVISIONS

The County may reopen negotiations on this Article for the purpose of clarifying and streamlining language for understandability.

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
2. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
3. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).
4. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

B. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband,

registered domestic partner, child, stepchild, grandchild, grandparent, legal guardian or any other relationship as required by law.

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

The first three (3) days or 24 hours, whichever is greater, of paid sick leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). The 12 month period is July 1 through June 30 for employees hired prior to July 1, 2015. For employees hired on or after July 1, 2015, the 12 month period is the 12 month period beginning on the employee's hire date.

7. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Except as prohibited by law upon the employee's return to work, the employee must furnish the Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
8. Absence from duty because of personal business not to exceed ~~thirty~~ forty (~~30~~) working hours during the fiscal year.

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

10. 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.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

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

D. General Provisions

1. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
2. Employees hired on or after July 15, 1977 shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:
 - a. Upon paid County retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%

15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who as of date of request, is eligible for Tier I paid retirement and who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one third (1/3) of all his or her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.D.2.a., above. The employee's sick leave balance will be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.D.2.a.
3. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the Department, apply the period of previous County continuous service for the purpose of determining sick leave earning rates. Notwithstanding the above, if an employee separates from the County and is rehired within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated to the extent required by law. The employee will also be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring to the extent required by law.
4. Notwithstanding any other provision of this Memorandum of Understanding, if an employee is killed in the line of duty, the employee's estate shall be paid for one hundred (100) percent of the employee's unused Sick Leave.

Section 2. Bereavement Leave

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

- A. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, spouse, registered domestic partner, civil-union 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 forty (40) hours for each death and employees who are in part-time paid status shall receive time off with pay, not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death.
- C. Generally, time off shall be taken in whole day increments and may be taken nonconsecutively. If requested, partial day absences may be approved if operationally feasible. Use of this leave must be completed within six (6) months of the loss. In the event there are circumstances necessitating use of bereavement leave beyond six (6) months but no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.
- D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

Upon request, a regular, limited-term or probationary employee may be granted a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department except in cases where Official Leave has been authorized pursuant to Sections 10, 11 and 15, below. The Department Head may require that all accumulated compensatory time be used prior to granting of Departmental Leave. If the leave qualifies as Family Leave pursuant to applicable law, the Department Head may require that all sick leave, compensatory leave, vacation time and/or annual leave be used prior to granting Departmental Leave except that the use of sick leave shall be subject to the provisions of Article III, Sections 1.C and D above. The use of earned vacation or annual leave prior to the obtaining of Departmental Leave shall be at the option of the employee.

B. Official Leave

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

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Department denies the extension of such Leave, the provisions of subsection 5. 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 after use of leave balances as specified below:
 - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave or annual leave have been used:
 - b. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals or not more than 100 hours of annual leave have been applied toward the absence. The use of annual leave beyond 100 hours shall be at the discretion of the employee, subject to the Annual Leave provisions.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks' notice or the maximum notice allowable under applicable law. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until the employee gives such notice; however, the Department may waive the notice or reduce the notice period at its discretion.
5. Except as to leave which must be granted pursuant to Sections 10, 11 and 15 of this Article, the Department shall indicate on the request its decision as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Chief Human Resources Officer. He or she shall deliver a copy to the Auditor-Controller and the employee. If the Department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The Chief Human Resources Officer shall review the request and make a decision within seven (7) calendar days. The decision of the Chief Human Resources Officer on such appeals shall be final.
6. An Official Leave shall not be deemed a break in County service but such Leave shall not be credited toward continuous service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Chief Human Resources Officer and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's department only where the employee is unable to initiate such action, except in cases where the provisions of Section 11.A. apply.

Section 4. Official Leave for Non-occupational Disability

- A. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 1. A medical statement covering diagnosis, prognosis, expected date of return and period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave, compensatory, vacation time, and annual leave have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.
 4. For employees who are disabled because of pregnancy, as defined by state law, the County will maintain and pay for an 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 shall request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

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

Section 6. Jury Duty Leave

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

Section 7. Witness Leave Not Related to Employment

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

Section 8. Leave for ACLEM Business

- A. The County shall allow an employee up to five (5) working days absence without pay during each payroll year for the term of this Agreement to perform official ACLEM business, provided that:
1. ACLEM shall make such a request to the employee's Department Head at least ten (10) days in advance.
 2. ACLEM 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 9. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Department Head prior to the expiration of the time limit specified in A., above.

- C. When an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. a statement of the County's intention to accept and enter the employee's automatic resignation, the date the County plans to take this action and its effective date as determined by A., above;
 2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the date the County plans to accept and enter the automatic resignation;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the date the County plans to accept and enter the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee: 1) responds to the notice before the date the County plans to accept and enter the automatic resignation; 2) provides an explanation satisfactory to the Department as to the cause of the unauthorized absence, the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons; and 3) is found by the Department to be ready, able and willing to resume the full duties of his or her position.
- E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Department determines it is appropriate to use sick leave, compensatory time, vacation, annual leave or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.

- G. Automatic resignations shall not be considered a discharge under the provisions of Article 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 legal adoption of a child provided the employee meets the following conditions:
1. The requested Leave is within six (6) months before or after the expected date of birth or legal adoption of the child.
 2. Sufficient documentation of such birth or legal adoption is submitted with the request for Leave.
 3. Such employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours.
 4. All accrued vacation and compensatory time and the portion of annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article or Section 2.1.a of Article VI - Annual Leave provided the employee has furnished the Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

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

1. is determined to be physically able to return to work by a County-designated physician;
 2. is determined to be physically able to return to work with medical restrictions which the Department can accept;
 3. accepts employment outside the County;
 4. accepts employment in another County position;
 5. is retired pursuant to appropriate Government Code provisions.
- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he or she wants to return to work, the Department shall not be required to return the employee to work until such notice is given; however, the Department may waive the notice or reduce the notice period at its discretion.
- D. If an employee's Workers' Compensation Leave or 4850 Leave expires and the employee is absent without authorization, the provisions of Section 9. of this Article shall apply.
- E. For employees on Workers' Compensation Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 12. ACLEM Presidential Leave

- A. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding except as provided below to the President of ACLEM for the term of this Memorandum of Understanding provided that:
1. The Presidential Leave shall be a minimum of eight (8) hours.
 2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said notice may be waived by mutual agreement.
 3. ACLEM promptly reimburses the County for all ACLEM President salary expenses incurred during the Presidential Leave.
 4. ACLEM promptly reimburses the County for all benefit expenses incurred during the Presidential Leave.
 5. The employee shall continue to conform to the Department rules and regulations that are not inconsistent with Presidential Leave.
 6. There is not a compelling need for the employee to perform County work.

7. The employee's performance meets standards.
 8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.
- B. Vacation, sick leave, and annual leave accrual rates will apply to the employee as though he or she were on duty status.
 - C. The probation period, if applicable, shall be extended by the length of Presidential Leave. The extended probation period shall end on the first day of the pay period following said date.
 - D. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
 - E. In the event emergency recall of employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. ACLEM shall not be obligated for reimbursement cost listed in A.3. and A.4 above, for the period that Presidential Leave is suspended or cancelled. The provisions of A.1. through A.8., above, shall be suspended during said emergency recall.
 - F. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 13. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit individual donations of annual leave, vacation, compensatory time, and/or sick leave 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 rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this Section, "family leave" under this Agreement shall mean leave pursuant to the FMLA and CFRA.
2. Family leave may be used in the following situations:

- a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability due to pregnancy, childbirth or related medical conditions;
 - b. The birth of a child, and in order to care for the newborn child within one year of birth;
 - 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 ACLEM agree that certain other types of leave available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
 4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
 5. Family Leave shall not exceed twelve (12) work weeks for situations covered by Subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
 6. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability

Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.

7. When a request for Family Leave is approved, the Department shall determine whether sick leave, compensatory, vacation time and/or annual leave is to be applied. Such determination shall be consistent with other leave provisions of this Agreement. Regardless of the determination an eligible employee may choose to substitute sick leave, vacation, annual leave or compensatory time for unpaid Family Leave. Paid leave will run concurrently with unpaid Family Leave when taken for an FMLA/CFRA qualifying event.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Department with thirty (30) calendar days' notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no such case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. 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 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, parent, registered domestic partner, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is

on active or called to active duty in a foreign country with the dates of active duty services. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.

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

ARTICLE V VACATIONSection 1. Accumulation of Vacation

- A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
- B. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty (120) hours per year). Part-time employees will earn vacation on a pro-rated basis. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- C. 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 .077 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] 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 vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- D. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .0962 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately two hundred [200] hours per year), under the same terms and conditions as for the prior rate of accrual.
- E. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The employee shall in addition earn .0193 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- F. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with less than ten (10) years of full-time

continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. Effective as soon as practicable following ~~adoption of the MOU~~October 22, 2019, employees with Annual Leave balances and with ten (10) years of continuous full-time County service (20,800 hours) may elect to use a maximum of eighty (80) vacation hours during the fiscal year for approved time off.
- C. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article ~~IV~~, Section 1.D.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- D. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article ~~IV~~, Section 1.D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Additional vacation earned during the period of vacation may be taken consecutively.
- F. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- G. 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.
- H. No scheduled vacation will be cancelled except in cases of emergency.
- I. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article ~~IV~~III, Section 1.B.~~75~~.
- J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as an Election Board Officer or Election Night Help.

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

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

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

1. If an employee has 390 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically and/or operationally feasible.
2. If at any time during a fiscal year an employee has more than 390 hours of accrued vacation hours, the employee shall be permitted to cash out up to ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

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

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

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.
3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 390 hours of accrued vacation hours at any point in the fiscal year. Payment shall be made upon request unless the County has taken action pursuant to Government Code § 3504.5(b). Unless the County takes further formal action within ninety (90) days pursuant to Government Code § 3504.5(b), employees shall be permitted to resume cash outs upon request.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

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

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 390 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

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

N. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact the Orange County Employees Retirement System (OCERS) for further details.

ARTICLE VI ANNUAL LEAVE PLAN PROVISIONS

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

As discussed more fully in Section 3 of this Article, effective the first pay period of January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the Department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.
5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or registered domestic partner, to the extent required by Labor Code section 233.
6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
7. Absence from duty because of personal business.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. Except as restricted 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 or medical condition, or medical or dental office calls when the Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 - C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. General Provisions

- A. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- B. Vacations (annual leave) shall be scheduled for employees by their Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- C. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable, or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable, or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- D. No scheduled annual leave will be cancelled by the Department except in cases of emergency.
- E. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as an Election Board Officer or Election Night Help.

Section 3. Payoff of Unused Annual Leave

- A. Payoff of unused annual leave during employment shall be administered according to Article V. Sections 2.K and 2.L.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

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

- C. Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F; remaining hours, up to the accrual limits specified in Article V, Section 1.F, 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), 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.
- D. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.
- E. Annual Leave Payout on Retirement

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

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is

eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- F. Notwithstanding any other provision of this Memorandum of Understanding, if an ACLEM member is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken, except for the eighty (80) vacation hours that may be used pursuant to Article V, Section 2.B.

ARTICLE VII HOLIDAYSSection 1. Holidays Observed

A. Except as modified in Section 1.B., below, County employees shall observe the following holidays:

2023~~19~~: Independence Day, July 4
 Labor Day, September ~~4~~
~~Columbus~~ Native American Day, ~~October 14~~ September 22
 Veteran's Day, November 11
 Thanksgiving Day, November ~~23~~
 Day After Thanksgiving, November ~~24~~
 Christmas Day, December 25

202~~40~~: 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~~ Native American Day, ~~October 12~~ September 27
 Veteran's Day, November 11
 Thanksgiving Day, November ~~28~~
 Day After Thanksgiving, November ~~29~~
 Christmas Day, December 25

202~~51~~: 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 ~~16~~
~~Columbus~~ Native American Day, ~~October 11~~ 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, December 31~~ (Observed)

202~~62~~: 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~~
 _____ ~~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 2 (Observed)~~
~~_____ Martin Luther King, Jr.'s Birthday, January 16~~
~~_____ Lincoln's Birthday, February 12~~
~~_____ Washington's Birthday, February 20~~
~~_____ Memorial Day, May 29~~

- B. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Superior Court, employees who have been designated by the County as being necessary to the operation of said Court may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday ~~other than Christmas Day,~~ falls on a Sunday, the next day shall be observed as the holiday.
- D. When ~~New Year's Day~~ holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
- E. When Christmas Day, ~~or~~ New Year's Day, Lincoln's Birthday, Independence Day, or Veteran'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, February 12, July 4, or November 11, 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, February 12, July 4, or November 11, respectively. Under no circumstances shall an employee receive holiday compensation for both ~~December 25~~ the actual day of observance of the holidays and the following Monday, ~~or for both January 1~~ and the following Monday.
- F. When Christmas Day, ~~or~~ New Year's Day, Lincoln's Birthday, Independence Day, or Veteran'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, February 12, July 4, or November 11, 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, February 12, July 4, or November 11, respectively. Under no circumstances shall an employee receive holiday compensation for both ~~December 25 and the Friday immediately preceding~~ or for both January 1 the actual day of observance of the holidays 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. A part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.
- C. Compensation for Holidays Falling on Scheduled Days Off
 - 1. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time.
 - 2. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
- D. Compensation for Work on Holidays
 - 1. An employee who is required to work on ~~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.

2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 ½) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.
 3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive in addition to pay as provided in D.1. or 2. of this Section compensatory time for each hour worked to a maximum of eight (8) hours.
- E. 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 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 Memorandum of Understanding, shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
 - 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. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE VIII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service standard mileage rate for the business use of a car for each mile driven during each monthly period.

Section 2. Personal Property Reimbursement

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

Section 3. Law Enforcement Transportation Supplement

In recognition of the fact that D.A. Investigative Commanders/Assistant Chief Investigators in the District Attorney's Office drive their private vehicles, on average, in excess of nine thousand (9000) miles per year in the performance of County law enforcement duties, purchase additional liability insurance, transport witnesses and prisoners and incur other miscellaneous expenses, effective August 7, 2015, the County shall pay a five hundred, fifty (\$550) dollar annual transportation expense allowance to D.A. Investigative Commanders/Assistant Chief Investigators employed in the District Attorney's Office as of August 1 of each year who are regularly required to use a private vehicle in their employment. Eligible employees must submit a claim on or before August 31 of each year.

Section 4. Optional Benefit Plan

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

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

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

The options available shall include the following types of benefits such as:

1. Cash (taxable);
 2. Health/Accident;
 - a. Health care and/or dental expenses which are not reimbursed through any other source (employee and/or dependents) as permitted by state and federal law, regulations, and guidelines, and as permitted by the County's Section 125 Plan Document. Examples of items covered under this provision may include such items as health and dental insurance deductibles, vision care, lenses and frames for eye glasses, and orthodontic treatment;
 - i. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 2. a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates) and subject to state and federal law, regulations and guidelines and as permitted by the County's Section 125 Plan document.
 - ii. Claims shall be made in the manner and/or form designated by the County or its designee, and shall be paid subject to state and federal law, regulations and guidelines, and as permitted by the County's Section 125 Plan Document.
 - iii. Any portion of the Optional Benefit allocated towards the health reimbursement category in which claims are not incurred within the plan period shall remain County funds.
 - b. Employee's share of Accidental Death and Dismemberment insurance premiums for employee and dependents available through the County. The AD&D premium option will be eliminated effective Plan Year 2020 or as soon thereafter as administratively feasible.
 3. The County's Defined Contribution Plan: A pre-tax contribution to the County's Section 457(b) Defined Contribution Plan.
- D. An employee who does not make an election during the election period shall receive a taxable cash lump sum following the close of the election period. Employee elections are irrevocable unless permitted by state and federal law,

regulations and guidelines, and allowed by the County's Section 125 Plan document. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at any time during the plan period and all claims must be filed no later than March 31st of the next year.

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

Section 5. Uniforms

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

Lieutenants

~~Captains-Commanders~~

Section 6. Educational and Professional Reimbursement

Effective ~~the first full day of the first full pay period following adoption of the MOU~~ October 25, 2019, 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.

ARTICLE IX DISCIPLINARY ACTION

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

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

- A. In suspending an employee, reducing a regular, limited-term, or probationary employee, 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 ACLEM in a hearing pursuant to this Article.
- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action.
- F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2. and 3. of this Article.

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

Section 2. Suspension

- A. No regular, limited-term, or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of suspension shall be initiated at Step 2 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.

Section 3. Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class 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 shall be initiated at Step 2 of the grievance/appeal procedure, except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 4. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be affected unless approved by the Chief Human Resources Officer except for discharges imposed by the County Executive Officer.
- B. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
- C. A discharge may be appealed to advisory arbitration pursuant to Article X, Section 8. B. or to remedies provided in Article X, Section 9.

Section 5. Investigatory Meeting

- A. An employee required to attend an 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 be represented by a representative of his or her choice in an 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, minute orders, which do not incorporate the provisions of this Memorandum of Understanding;
 - 2. matters which have other means of appeal, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;
 - 3. position classification;
 - 4. performance evaluations with a standard or equivalent rating.

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 County representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and the employee or ACLEM any step of the grievance procedure may be waived.
- D. The Chief Human Resources Officer may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, department-wide or County-wide basis in an emergency situation. ACLEM may appeal this decision to the Board of Supervisors.
- E. Upon written consent of the parties, i.e., the representatives of the County and the employee or his or her representative, the time limits at any step in the procedure may be extended.

- F. Every reasonable effort shall be made by the employee and the County to resolve a grievance/appeal at the lowest possible step in the grievance/appeal procedure.
- G. No claim shall be granted for retroactive adjustment of any grievance prior to sixty (60) calendar days from the date of filing the written grievance at Step 1.
- H. 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, or his/her representative if represented, shall be notified in writing of the grievance being referred to the EEO Office. The timelines for a grievance alleging discrimination shall automatically be tolled until the EEO Office has notified the grievant and/or his/her representative of the disposition of the allegation(s), at which point the time limits for processing the grievance shall resume.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance they may, and if requested by the County must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the County, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

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

Section 5. Time Off for Processing Grievances/Appeals

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

1. An employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority to resolve the matter, as prescribed herein, or to meet with his or her grievance/appeal representative.
 2. An authorized grievance/appeal representative, in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority to resolve the grievance/appeal, as prescribed herein, or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees, or through review of appropriate County records relating to the grievance/appeal.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:
1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the grievance/appeal work is completed.
 2. Neither the grievant/appellant nor the grievance/appeal representative shall interrupt or leave his or her job to perform grievance/appeal work unless his or her supervisor determines that such interruption or absence will not unduly interfere with the work of the unit in which the grievant/appellant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 3. When an authorized grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the representative shall be permitted to do so provided that:
 - a. the representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. 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. For grievances alleging

discrimination, the timelines set forth below shall be tolled as provided in Section 2.H.

Step 1: Department Head

An employee may formally submit a grievance to the Department Head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and suggested solution. Within seven (7) calendar days after the receipt of the written grievance, the Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Chief Human Resources Officer

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

- a) an interpretation or an application of this Memorandum of Understanding;
- b) a written reprimand; or
- c) a probationary release alleging discrimination or employee rejected from probation for acts of misconduct (to the extent covered by POBR),

it may be appealed in writing to the Chief Human Resources Officer within seven (7) calendar days after receipt of the written decision from Step 1. 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 Human Resources Officer or his or her representative shall meet with the grievant/appellant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant/appellant. The decision of the Chief Human Resources Officer in b or c, above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Interpretation/Application of MOU Language

If a grievance is not resolved under Step 2, an arbitration request may be presented in writing to the Chief Human Resources Officer within seven (7) calendar days from the date a decision was rendered at Step 2. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance. If, within three hundred sixty five (365) days of the request for arbitration, the County and ACLEM have not yet initially calendared the appeal with an arbitrator, the grievance is considered withdrawn and finally resolved. The arbitration hearing itself need not occur within the three hundred sixty five (365) day window.

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

B. Appeals of Suspensions/Reductions

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 2, a request for arbitration may be presented to the Chief Human Resources Officer within seven (7) calendar days from the date the decision was rendered.
- b. An appeal from any suspension or reduction imposed by the County Executive Officer may be presented to the Chief Human Resources Officer within ten (10) calendar days from the date the action becomes final.
- c. All appeals shall be signed by an employee or by a representative of ACLEM and shall be submitted in writing.
- d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause?
If not, what is the remedy?
- e. As soon as practicable after a suspension/reduction appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal, provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.

2. Findings of Facts and Remedies

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

- a. If the arbitrator finds that the suspension/reduction was taken for reasonable cause, he or she shall sustain the action.
- b. If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- c. The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

C. Appeals of Discharges

1. Submission Procedure

- a. A discharge may be appealed directly to arbitration within ten (10) calendar days from the date the decision was rendered.
- b. All appeals shall be signed by an employee or by a representative of ACLEM and shall be submitted in writing.
- c. The issue in all appeals of discharge shall be:

Was (employee's name) discharged for reasonable cause? If not, what is the remedy?
- d. As soon as practicable after a discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal; provided however, prior to going to arbitration the parties may agree to utilize mediation in an effort to resolve the appeal.
- e. The arbitrator shall advise that the order of discharge be sustained, modified, or rescinded.
- f. The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

D. Probationary Releases Alleging Discrimination or Probationary Release Based on Acts of Misconduct (to extent provided by POBR)

1. The issue 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 unlawful discrimination by the County?
- b. If so, what shall the remedy be under Article X Section 8.A. of this Memorandum of Understanding?

2. Findings of Facts and Remedies

- a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.
- b. In the event the arbitrator finds unlawful discrimination, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
- c. In the event the arbitrator finds unlawful discrimination, and also finds that the discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 - 1) The probationary release may be sustained.
 - 2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 - 3) The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
- d. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

E. General Provisions

1. Except as otherwise required by law, the cost of an arbitration (including court reporter, arbitrator fees, and costs associated with arbitrator selection) or shall be shared equally in all cases by the County and the appealing party except in matters of discharge and when the appealing party solely alleges unlawful discrimination, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitral issues, the proper division of costs shall be determined by the arbitrator.
2. Grievance/Appeal hearings by an arbitrator shall be private.
3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
4. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
5. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
6. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless

of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.

7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
8. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
9. The parties agree to forego the use of briefs and transcripts whenever practicable.
10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

Section 9. Court Action

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

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provision

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

Section 2. Order of Layoff

- A. When a reduction in the work force is implemented, each Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.
- B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance. Where a Department determines that two or more employees' knowledge, skills, and performance are generally equivalent, years of service shall be given consideration.

Section 3. Notification of Employees

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

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

An employee in a class designated by the County as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be placed on the Departmental Rehire List pursuant to Article XI, Section 5.

Section 5. Rehire Lists

- A. The names of persons laid off shall be placed on a Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.
- B. Persons on the Departmental Rehire List for that class will be considered prior to those eligible on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.
- C. Names of persons placed on the Departmental Rehire List shall remain on the list for two (2) years, except that:

1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.
 2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.
 3. A person who retires from the County shall be removed from all lists.
- D. In the event two (2) or more agencies/departments are consolidated while Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one Department to another Department occurs, employees previously laid off from such function(s) who are on a Departmental Rehire List for the Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the Department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 6. Status on Rehire

- A. An employee who has been laid off under the provisions of this Article and is subsequently rehired in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
1. All sick leave or remaining annual leave balance credited to the employee's account when laid off shall be restored.
 2. All service hours held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining sick leave, vacation leave, and annual leave earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article II, Sections 1.B.1. or 1.B.2., if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

ARTICLE XII ON-THE-JOB INJURIES, WORKERS' COMPENSATION

Section 1. On-the-Job Injuries

A. Medical Treatment

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

B. Disability Payments and Leave

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

Section 2. Exhaustion of 4850 Benefits

- A. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of County employment, such employee shall be treated in the following manner:
1. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
 2. he or she shall be placed on Workers' Compensation Leave pursuant to Article IV, Section 11.; and
 3. at the employee's option, all sick leave, annual leave, compensatory time and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
 4. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
- B. Upon exhaustion of all sick leave, compensatory time and vacation, or annual leave the employee shall not accrue sick leave, vacation or annual leave for the remainder of Workers' Compensation Leave.

- C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered County service for merit increase eligibility and completion of the probation period.
- D. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation or annual leave earning rates.

Section 3. Exposure to Contagious Diseases

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

ARTICLE XIII MEDICAL INSURANCESection 1. Medical InsuranceA. Medical Insurance Contribution

1. ACLEM employees (actives and retirees) will be covered by an AOCDS medical benefit plan.
 2. Effective at the start of the first pay period commencing on or after January 1, 2019, the County shall contribute \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 3. Effective July 2, 2021 the County shall contribute \$1,493 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 4. Effective July 1, 2022 the County shall contribute \$1,591 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B., C., D., and E., below.
 5. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance trust as stated in the AOCDS MOU will also be applicable to ACLEM employees.
 6. Law enforcement managers who retired after July 1, 1988 will be covered by the AOCDS retiree medical benefit plans. Law Enforcement Managers who retired prior to July 1, 1988 will continue to be covered by the County's health plans.
- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
- C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.

- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Section 2. AOCDS Medical Insurance Trust Fund

- A. ACLEM employees will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County. All requirements of the AOCDS Medical Insurance Trust Fund and AOCDS health plans as stated in the AOCDS MOU shall apply to ACLEM. Any negotiated change to the AOCDS Medical Insurance Trust Fund requirements and provisions or AOCDS health plans as stated in the AOCDS MOU will also be applicable to ACLEM.
- B. ACLEM shall defend, indemnify and hold the County harmless from any claims or legal action brought by employees in these representation units arising out of, or in any way related to, medical insurance or benefits provided pursuant to this section. This obligation shall not arise with respect to any claim or legal action brought by ACLEM or employees concerning coverage overlap between the respective County and AOCDS plans.
- C. Employees eligible for coverage under a County health plan as a result of change of County representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves or their enrolled dependents.

Section 3. Other Insurance Coverage

The County will provide to all full time regular, regular limited-term and probationary employees the following provided the employee's normal workweek consists of at least forty (40) hours:

- A. Life Insurance and Accidental Death and Dismemberment Insurance
 - 1. Basic life insurance and accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000) per full-time employee without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.

2. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to imputed income requirements as required by law.
- B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after sick leave, or 192 hours of annual leave for full-time employees or 96 hours of annual leave for part-time employees (whichever is applicable, depending on which leave plan employee is covered by) is exhausted, sixty (60) percent of salary for up to one (1) year for certified non-occupational injury or illness. If the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence, eligibility for Short-Term disability will begin when that portion of annual leave is exhausted. The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.
- C. Long-Term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.
- D. The County will provide dental insurance for the employee and dependents to all full-time regular, limited-term, and probationary employees.

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

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

Effective August 1, 1993, and as amended herein by the Board of Supervisors, the County shall administer a Retiree Medical Plan (Plan) for employees to include a Retiree Medical Grant (Grant) or a lump sum benefit (Lump Sum) as set forth below. New employees hired on or after June 19, 2009 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum.

A. Retiree Medical Grant

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. Upon paid County retirement, an eligible retiree who meets certain eligibility requirements of the Plan shall receive a Grant. The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS health insurance plan and/or Medicare Part B premiums as provided below.
 - a. Upon implementation for eligible retirees, the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service to a maximum of twenty-five years. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County retiree health plan premiums, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 1. The accruals of years of service towards the Grant amount for employees were frozen as of June 19, 2009 (the beginning of the pay period of Board adoption).
 - b. The Grant will be adjusted as follows:
 1. The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for Medicare Part A (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.
 2. The Medicare reductions in provisions A.1.b.1 do not apply to a retiree or surviving dependent eligible for the Grant who was retired and was eligible for Medicare Part A (if eligible at

no cost) and Medicare Part B on or before September 26, 2006.

- c. All employees who become eligible for a Grant shall be provided a one (1) time opportunity of at least thirty (30) days from the date they retire to enroll in an AOCDS offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any eligibility for a Grant, 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 B. 2. below.
2. An employee who was 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 or AOCDS-offered health plan and/or receipt of a Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). Employees hired on or after June 19, 2009 are not eligible for the Grant. For an employee who was continuously employed by the County prior to June 19, 2009, any hours of service performed in periods on or after June 19, 2009 shall be included as a part of the credited service towards the Grant eligibility requirements if the employee is continuously employed by the County from June 19, 2009 until his or her retirement. Accrual towards the Grant amount is frozen as set forth in Section 5.A.1.a.1.

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

2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d., below:
 - a. A retiree who was hired before June 19, 2009 and receives a service-connected disability retirement pension through OCERS shall be eligible for a Grant regardless of their actual years of credited County service. Their Grant shall be based upon the actual years of credited County service.
 - b. A retiree who was hired before June 19, 2009 with a minimum of five years of credited County service who receives a non-service connected disability retirement pension through OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension through OCERS shall not be eligible for a Grant.
 - c. A separated employee with less than ten (10) years of credited County service who has requested a service or non-service connected disability retirement pension through OCERS shall not be eligible to receive either the 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 OCERS grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older, or Medicare eligible (i.e. early Medicare), must be enrolled in Medicare Part B in order to be eligible for the Grant. All eligible retirees and dependents who are entitled to Medicare Part A coverage at no cost must be enrolled in Medicare Part A to be eligible to receive the Grant.
4. Deferred Retirement
 - a. An employee who is eligible for paid retirement at the time he or she separates from County service, but elects deferred retirement, may defer participation in the Grant until such time as he or she becomes an active retiree.
 - b. An otherwise eligible employee who is not eligible for paid retirement at the time he or she separates from County service but is eligible for and elects deferred retirement shall not become eligible for participation in the Grant.

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

D. Survivor Benefits

1. A surviving dependent of a retiree who was eligible to receive a Grant, as stated above in [Section 5.A](#) through C, shall be eligible for fifty (50) percent of the Grant authorized for the retiree.
2. A surviving eligible ACLEM retiree who qualifies for a monthly retirement allowance who was married to an ACLEM, AOCDS, or County retiree who was also eligible for a Grant shall receive the survivor benefit described in D.1., above, or his or her own Grant, whichever is greater. A retiree may not receive both a benefit as a surviving dependent, as stated in D.1. and his or her own Grant.

E. Employee Contribution

1. Except as provided in E.2., E.3., and E.4. below, effective June 19, 2009, employees shall continue to contribute three and six-tenths percent (3.6%) of their bi-weekly base salary, exclusive of overtime and premium pay, to offset the Annual Required Contribution (ARC) to continue the Grant for eligible retirees. Contributions shall be transferred to the County of Orange Retiree Medical Trust.
2. Except as provided in E.4. below, employees hired on or after the first day of the first full pay period that falls in the month after Board adoption of a Resolution adopting the "3% at 55" safety retirement formula shall contribute two percent (2%) of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the Retiree Medical Program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.
3. Effective either at the start of the first payroll period commencing on or after the Board of Supervisors' adoption of the 2015-2018 MOU or the first pay period commencing on or after July 10, 2015, whichever is the latter, employees covered under the "3% at 50" safety retirement formula shall have their ARC contribution reduced from 3.6% to 1.6% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

4. Effective either at the start of the first payroll period commencing on or after the Board of Supervisors' adoption of the 2015-2018 MOU or the first pay period commencing on or after July 10, 2015, whichever is the latter, employees covered under the "3% at 55" safety retirement formula shall have their ARC contribution reduced from 2.0% to 0% of their bi-weekly base salary, exclusive of overtime and premium pay, through payroll deductions to offset the Annual Required Contribution for the retiree medical program. Contributions shall be transferred to the County of Orange Retiree Medical Trust.

F. General Provisions

1. AOCDS shall administer the health insurance program for retirees of this unit, subject to the requirements set forth in this section.
2. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
3. AOCDS and ACLEM shall provide to the County all information necessary for the County to administer the Plan including, but not limited to, retiree health insurance enrollment information, verification of Medicare enrollment and verification of the premiums for all health insurance plans.

G. Health Reimbursement Account

Effective October 12, 2007, the County established a Health Reimbursement Account (HRA) for current and future employees. Members of ACLEM began participation in the HRA on June 19, 2009. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Arrangement Plan Document.

1. Effective June 19, 2009, employees began contributions of one (1) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to fund their Health Reimbursement Account Plan.
2. Effective June 19, 2009, the County began contributions of one (1) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.
3. Effective November 11, 2016, the County began contributions of two (2) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan. The employee contribution referenced in subsection 1 above, shall be reduced from one (1) percent to zero (0) percent.

4. Effective as of July 6, 2018, the County will contribute four (4) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Section 6. Reopener and Responsibilities of Parties as a Result of ACA

The County may reopen negotiations on this Article and other provisions of the MOU (e.g., Optional Benefits program in Article VII, Section 4, 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 is expected to begin in 2018. The parties acknowledge that some of the benefits provided in the MOU may be included in the coverage to which the Excise Tax liability may apply. As a result, the issues that likely need to be addressed are: which health group plan coverages must be taken into consideration for purposes of this tax, how to calculate this tax, and what steps, if any, can be taken to avoid payment of the Excise Tax (e.g., modification of benefits).

The Parties acknowledge that ACLEM members are enrolled in health plans administered by AOCDS. The parties are uncertain about the issues referred to above, but expect that these issues will be addressed in future negotiations between the County and AOCDS.

ACLEM agrees to be bound by any agreements between the County and AOCDS reached as to these issues with the understanding that it may be necessary to modify any such agreements to reflect differences that exist between the bargaining units regarding levels of payments made, etc.

ACLEM agrees to ensure that the County receives any and all information necessary for the County to complete reporting under IRC sections 6055 and 6056 or other reporting as required by the Patient Protection and Affordable Care Act or any other state or federal requirements.

If any fees, assessments or penalties are charged to the County (as the employer) as a result of any failure to meet the health care reform requirements outlined above in conjunction with the health care benefits provided by the AOCDS medical plan Trust, ACLEM agrees to be bound by any agreement reached between the County and AOCDS regarding payment of said fees, assessments or penalties.

For the purposes of distributing any potential rebates received under the Minimum Loss Ratio rules, the County will use any such rebates to reduce the premium share for members covered by the benefit plan or option generating the rebate.

ARTICLE XIV SAFETY

Section 1. General Provisions

- A. The parties recognize that due to the nature of law enforcement, employees are required to work under conditions dangerous to the employee's health or safety.
- B. Nonetheless, the County shall make a reasonable effort to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- C. Any employee who either does not receive an answer to a safety-related question from his or her supervisor within three (3) days or receives an answer which the employee deems unsatisfactory may directly contact the County Safety Officer.
- D. Any employee who is directed to perform a task which the employee in good faith feels is unsafe may request an immediate investigation from the Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
- E. The County shall furnish all equipment which is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the County shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the County shall provide first aid training for one (1) employee at each new work location.

Section 2. Abatement of Violations

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

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

Section 1. Payroll Deduction/Membership

A. Each employee in the Representation Unit hired by the County on or after June 1, 2018, must make an affirmative election in order to become a member of ACLEM. ACLEM must notify the County in writing of any new employee that joins.

B. ACLEM shall notify the County, in writing, as to the amount of dues, deductions and service fees required of members of ACLEM and also the amount of insurance premiums required of employees.

C. ACLEM must notify the County of any employee requesting to be removed from ACLEM membership. ACLEM will indemnify the County from any claim that fees were wrongfully collected as the result of its failure to notify the County of membership changes.

D. The County shall rely on the notification of new membership and election of dues deductions supplied by ACLEM. ACLEM will indemnify the County from any claim of wrongful deduction made by an employee based on the County's reliance on the notice provided.

E. Pursuant to the notification provided by ACLEM in Section 1.A. and B. above, the County will deduct the amount of dues, deductions, service fees, and insurance premiums as determined by ACLEM and any change shall be implemented by the County in the first pay period which commences thirty (30) days after written notice of the change is received by the Chief Human Resources Officer.

F. The County shall promptly transmit the dues, deductions, service fees, and insurance premiums so deducted to ACLEM.

G. The foregoing is to reflect the parties understanding of its rights, responsibilities, and duties under the following statutes:

Government Code Sections 1152, 1157.3, 1157.12 and SB 866.

The parties are not waiving their rights under these statutes, all of which are reserved.

H. Dues, deductions, and service fees include, but are not limited to, "membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization" per Government Code section 1152 and "dues in, or for any other service, program, or committee provided or sponsored by, any employee organization" per Government Code section 1157.3.

Section 2. Employee Information Listing

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

ARTICLE XVI EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE XVII NONDISCRIMINATION

Section 1.

The County and ACLEM 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.

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

ARTICLE XVIII DEFINED COMPENSATION

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

ARTICLE XIX SEPARABILITY

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

ARTICLE XX FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account

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

Section 2. Health Care Reimbursement Account

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

ARTICLE XXI RETIREMENT

Section 1.

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

Section 2.

Effective as of July 10, 2015, employees pay their full member contributions; the County no longer pays toward safety member employees' retirement contribution.

Section 3.

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

Section 4.

Effective June 28, 2002, the County implemented the 3% at 50 safety retirement formula for current active employees for all years of service as specified under the applicable Government Code Sections. Employees hired by the County prior to the implementation of the 3% at 55 safety retirement formula (see Section 5 below) will be in the 3% at 50 safety retirement formula.

Section 5.

Effective March 16, 2010, all new employees to safety classifications represented by ACLEM, who were not in a Safety Retirement Classification with the County prior to their date of entry into ACLEM and who are not considered "new members" within the meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA"), will be in the "3% at 55" retirement formula, as provided for in Government Code Section 31664.2.

Section 6.

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

The PEPRA shall in its entirety be given full force and effect as it may from time to time be mandated by statute, as described below, during and after the term of this 2015-2018 MOU, regardless of any PEPRA provision(s) not being specifically included herein. Any provision in this MOU which contradicts any mandated provision of the PEPRA shall be deemed null and void, with the contrary mandated PEPRA provision(s) being given full force and effect. Therefore, no mandated provision of the PEPRA shall be deemed to impair any provision of this MOU or any MOU predating the 2015-2018 MOU. PEPRA mandated provisions include, but are not limited to the provisions described below:

Unit members who are “new members” as defined by the PEPRA (Government Code section 7522.04(f)), shall be required to pay an OCERS member normal cost contribution in an amount determined pursuant to Government Code Sections 7522.30 and 31620.5 for the Defined Benefit Plan provided for by PEPRA, in which the new member is enrolled.

Those new members shall be enrolled in the 2.7% at 57 Benefit Plan, as provided in Government Code section 7522.25(e), with a final compensation measurement period of 36 consecutive months as set forth in Government Code Section 7522.32(a).

Section 7. Tax-Deferred Retirement

The County shall continue the tax-deferred retirement plan, known as 414H(2) for the duration of the Memorandum of Understanding (unless the Internal Revenue Service rules that 414H(2) is no longer applicable).

ARTICLE XXII COUNTY RIGHTS

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

APPENDIX A

Classes included in the Law Enforcement Management Unit as of January 1, 2021.

6138ML	Lieutenant
6141ML	Commander
6531ML	Investigative Commander, DA
6534ML	Assistant Chief Investigator, DA

DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF ORANGE

AND

ASSOCIATION OF COUNTY LAW ENFORCEMENT MANAGERS
FOR THE LAW ENFORCEMENT MANAGEMENT UNIT

December 1, 2023

Contract Term	June 30, 2023 – June 25, 2026
Salary	<ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase salary schedule by 8.00%. - Effective June 28, 2024, the salary schedules will be increased by 5.00%. - Effective June 27, 2025, the salary schedules will be increased by 4.00%.
Premium Pays	<ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, eligible employees shall be paid nine and a half (9.5) percent of individual base pay for a Management POST Certificate.
Sick Leave	<ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board adoption, allow up to 40 hours per fiscal year for Personal Business Leave. - Effective the first day of the first full pay period following Board adoption, allow up to 10 hours per fiscal year of Sick Leave for Parent Child School Leave.
Holidays	<ul style="list-style-type: none"> - Observe Native American Day holiday in lieu of Columbus Day.

	<ul style="list-style-type: none"> - When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday. When a holiday falls on a Sunday, the next day shall be observed as the holiday.
Compaction Analysis	The County shall perform an internal salary compaction analysis with the goal of completion by January 23, 2024.
Clean Up Language	Address administrative changes which have occurred during the term of the contract.
Other Contract Provisions	<p>The parties agree upon other non-economic provisions which are set forth in the proposed MOU including;</p> <ul style="list-style-type: none"> • Confirming that all costs of arbitration are shared between the County and union; • Allow use of bereavement leave to be extended beyond six months from the date of the loss to 12 months, provided an employee obtained written approval from a supervisor within six months of the loss

The signatures below indicate the parties have reached a tentative agreement on the foregoing subjects. This is an abbreviated version of the tentative agreement agreed 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 ACLEM and adoption by the County’s Board of Supervisors.

FOR ASSOCIATION OF COUNTY
LAW ENFORCEMENT MANAGERS

FOR THE COUNTY OF ORANGE

DocuSigned by:
Commander Thomas Graham 12/5/2023
CCC052B3EDFC4B5...
Commander Thomas Graham Date
President, ACLEM

DocuSigned by:
Laurie A. Shade 12/4/2023
A9549423C98242F...
Laurie Shade Date
Chief Negotiator
County of Orange



Board of Supervisors

S35C

Memorandum

December 13, 2023

To: Robin Stieler, Clerk of the Board
From: Supervisor Vicente Sarmiento, 2nd District

Subject: Addition of Supplemental Item to the December 19, 2023 Board Meeting Agenda

Supervisor Vicente Sarmiento requests the Clerk of the Board to add a supplemental agenda item to the December 19, 2023 Board of Supervisors meeting.

1. Approve amendments to Rule 37 of the Board of Supervisors Rules of Procedure.
2. Approve the proposed Guidelines for the District Discretionary Projects Program.

Attachments include:

- Attachment A: Rule 37 Amendment Redline
- Attachment B: Rule 37 Clean Copy
- Attachment C: Guidelines for District Discretionary Projects Program

2023 DEC 13 AM 11:32
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

RECEIVED

Rule 37 Conflicts of Interest and Disclosure

A. Conflicts of Interest

Members shall not be financially interested in any contract, purchasers at any sale or vendors at any purchase made by them in their official capacity.

Any member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

1. publicly state the nature of the conflict in sufficient detail to be understood by the public;
2. recuse himself/herself from discussing and voting on the item; and
3. leave the room until the item has concluded, unless it is on the consent calendar.

The member may be allowed to address the Board as a member of the public. Said disclosure shall be noted in the official Board minutes. The member must also comply with all other applicable conflict of interest laws.

B. Disclosure

Any Member who has, or whose district office employees have, a family relationship with a party, or an employee or agent for a party, seeking a license, permit, or other entitlement from the County that is a subject of an item on the Board's agenda must publicly disclose the relationship on the record of the proceeding. For the purpose of this subsection, "family relationship" means a relationship by blood, adoption, marriage, domestic partnership, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, uncles, aunts, nephews, nieces, first cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

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Any member with a disqualifying conflict of interest must, in compliance with the Political Reform Act:

1. publicly state the nature of the conflict in sufficient detail to be understood by the public;
2. recuse himself/herself from discussing and voting on the item; and
3. leave the room until the item has concluded, unless it is on the consent calendar.

The member may be allowed to address the Board as a member of the public. Said disclosure shall be noted in the official Board minutes. The member must also comply with all other applicable conflict of interest laws.

B. Disclosure

Any Member who has, or whose district office employees have, a family relationship with a party, or an employee or agent for a party, seeking a license, permit, or other entitlement from the County that is a subject of an item on the Board's agenda must publicly disclose the relationship on the record of the proceeding. For the purpose of this subsection, "family relationship" means a relationship by blood, adoption, marriage, domestic partnership, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, uncles, aunts, nephews, nieces, first cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.

Guidelines for the District Discretionary Projects Program

- a. Board offices shall submit the following in writing to the County Executive Office:
 - i) a request for project demonstrating how the request would meet the social needs of the population of the County, including but not limited to the areas of health, law enforcement, rehabilitation, welfare, education, and legal services, and to assist in the needs of the physically, mentally and financially handicapped persons and aged persons pursuant to California Government Code 26227 as directed by the Board under the District Discretionary Projects Program; and,
 - ii) a disclosure of any family relationships the Board member or office employees have with officers or employees of the organization receiving program funds. "Family relationship" means a relationship by blood, adoption, marriage, domestic partnership, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, uncles, aunts, nephews, nieces, first cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.
- b. If the County Executive Officer finds the project meets the District Discretionary Funds program requirements, the County Executive Officer will prepare an agreement and forward it to County Counsel for its legal compliance review;
- c. If County Counsel believes the agreement is lawful and is consistent with County policy, it will approve the agreement to form;
- d. Once the agreement has received County Counsel approval, the County Purchasing Officer or her authorized deputy may execute the agreement with the project funding recipient unless a family relationship under this policy has been disclosed or identified. In the event a family relationship is disclosed or identified, the County Purchasing Officer or her authorized deputy may execute the agreement with the project funding recipient only upon express Board approval of the agreement;
- e. A log of all approved District Discretionary Projects Program agreements shall be posted on the County's web site at the end of each quarter; and,
- f. To be eligible for District Discretionary Projects Program funding, each organization must:
 - i) Commit to use the funding to provide services in one or more of the following areas: educational/recreational projects; local business and tourism promotional activities; arts and cultural programs; health and social service initiatives and programs; or County programs and projects which benefit the community and enhance the region's quality of life, or which the County might otherwise provide to benefit its residents. No more than 20% of any recipient's funding may be spent on indirect or administrative costs;

- ii) Enter into a written agreement with the County that specifies the responsibilities of the organization with respect to use of District Discretionary Projects Program funds, stipulating that the expenses will be documented and that the organization must provide a full accounting for the expenses; and,
 - iii) Disclose any family relationships the organization, its officers, employees, or subcontractors, have with the requesting district office Supervisor or its employees. “Family relationship” means a relationship by blood, adoption, marriage, domestic partnership, and cohabitation, and includes parents, grandparents, great-grandparents, grandchildren, great-grandchildren, children, uncles, aunts, nephews, nieces, first cousins, siblings, and the spouses or domestic partners of each of these relatives and cohabitants. This definition includes any relationship that exists by virtue of marriage or domestic partnership, such as in-law and step relationships, which are covered to the same extent as blood relationships.
- g. If an organization receiving District Discretionary Projects Program funding has not spent the funds or provided documentation according to the requirements of the District Discretionary Projects Program Agreement, the County shall require the organization to return any of the funds not spent or documented per the agreement. The County may choose to seek return of the funds through legal means if necessary.
- h. The County shall have the right to audit each financial record submitted as documentation.
- i. The County Executive Office in conjunction with County Counsel may promulgate additional guidelines or procedures to effectuate this policy as deemed appropriate.



Memorandum

Date: December 13, 2023
To: Robin Steiler, Clerk of the Board
From: Orange County Supervisor Katrina Foley, Fifth District
Re: Supplemental Item for the December 19, 2023 Meeting of the Board of Supervisors

NA for KF

S35D

Please add a supplemental discussion item to the December 19, 2023 meeting of the Orange County Board of Supervisors to direct Orange County Public Works, in consultation with the Orange County Traffic Committee, to draft an ordinance updating the County of Orange's municipal code to adopt Electric Bicycle Safety Regulations.

7773 DEC 13 AM 11:36
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED



BOARD OF SUPERVISORS

MEMORANDUM

12/13/2023

To: Robin Stieler, Clerk of the Board
From: Supervisor Doug Chaffee, Fourth District

In April for DW
Doug Chaffee

Subject: Add Supplemental Item for December 19, 2023 Board of Supervisors meeting

S35E

Supervisor Doug Chaffee respectfully requests the Clerk of the Board to add a supplemental item to the agenda for the December 19, 2023 Board of Supervisors meeting. The title should read:

Approve the addition of the County Volunteer Appreciation Day to the County Events Calendar.

Find under Government Code section 26227 that the County Volunteer Appreciation Day will serve a public purpose of the County of Orange and will meet the social needs of the population of the County, including but not limited to the areas of health, law enforcement, public safety, rehabilitation, welfare, education and legal services, and the needs of the physical, mentally, and financially handicapped persons and ages persons; and that County staff may solicit donations of funds and services for such events.

RECEIVED
23 DEC 13 PM 3:41
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS



County Executive Office

Memorandum

December 14, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.12.14 10:36:44
-08'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2023 DEC 14 PM 2:09

RECEIVED

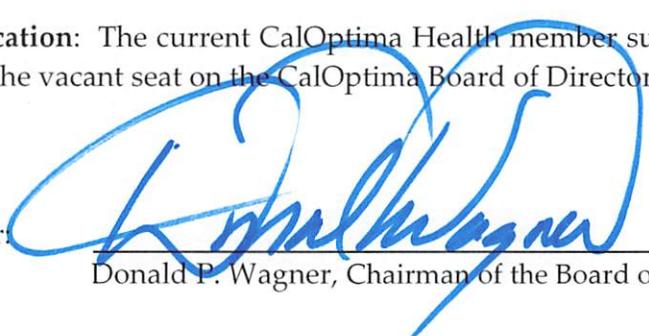
S35F

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 19, 2023, Board Hearing.

Agency: Health Care Agency
Subject: Appointment to the CalOptima Health Board of Directors
Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report is being requested to be submitted as a supplemental due to the CalOptima Health Board of Directors Selection Panel Meeting was held on December 4, 2023. It was determined by the CalOptima Board that the Appointment should be brought to the Board for approval on the next available Board Meeting, which is December 19, 2023.

Justification: The current CalOptima Health member submitted her resignation on August 4, 2023. The vacant seat on the CalOptima Board of Directors must be filled as soon as possible.

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: 12/19/2023
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Health Care Agency
DEPARTMENT HEAD REVIEW: *Debra Baetz*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Mindy Winterswyk (714) 834-5052
Debra Baetz (714) 834-2830

2023 DEC 14 PM 2:09
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED

SUBJECT: Appointment to the CalOptima Health Board of Directors

CEO CONCUR

CEO Signature

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.12.14 10:36:29
-08'00'

COUNTY COUNSEL REVIEW

No Legal Objection

Action
massoud shamel

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

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

County Audit in last 3 years No

Levine Act Review Completed: N/A

Prior Board Action: 2/9/2021 #S20B

RECOMMENDED ACTION(S)

Appoint one candidate, Maura Byron or Brenda Deeley, to serve on the CalOptima Health Board of Directors as a current CalOptima member or a family member of a current CalOptima member to complete the term ending August 3, 2024, pursuant to Sections 4-11-11 and 4-11-12 of the Orange County Codified Ordinances and Welfare & Institutions Code Section 14087.59.

SUMMARY:

As recommended by the CalOptima Health Board of Directors Selection Panel, the Health Care Agency is requesting that the Board of Supervisors appoint one individual to serve on the CalOptima Health Board of Directors in the seat designated for the current CalOptima member or a family member of a current CalOptima member.

BACKGROUND INFORMATION:

Article 3 of Division 11 of Title 4 of the Orange County Codified Ordinances, as amended on August 8, 2017, and Welfare & Institutions Code Section 14087.59, which provide for the governance of CalOptima Health (CalOptima) and its Board of Directors, require that the Health Care Agency (HCA) conduct the

recruitment of members of the CalOptima Health Board of Directors; present all applications for membership to the CalOptima Health Board of Directors Selection Panel (Selection Panel); and present the Selection Panel's recommendations to the Board of Supervisors (Board) for consideration.

Per Welfare and Institutions Code (WIC) section 14087.59, the CalOptima Health Board of Directors is comprised of nine positions appointed by the Orange County Board of Supervisors. The person serving in the position of 'the current CalOptima member or a family member of a current CalOptima member seat,' submitted his resignation on August 4, 2023, thereby creating a vacancy on the CalOptima Health Board of Directors for this seat. On August 28, 2023, HCA initiated a recruitment for this seat. Recruitment efforts by HCA was extensive and included: conducting community outreach, encouraging the Board to share the recruitment notice and application until the recruitment concluded, and posting a Press Release online at www.ochealthinfo.com/caloptima and at the Orange County's CEO Office in Santa Ana.

After receiving two applications, HCA extended the original recruitment deadline of September 12, 2023. The recruitment was left open until a sufficient number of applications were received. On November 9, 2023, HCA received a total of four applications and the Notice of Call for a Special Meeting was posted online at www.ochealthinfo.com/caloptima and posted at the Orange County's CEO Office in Santa Ana. In accordance with WIC section 14087.59 and Orange County Codified Ordinances 4-11-12, the Board is responsible for appointing one person to serve in the following currently vacant seat on the CalOptima Health Board of Directors:

- a current CalOptima member or is a family member of a current CalOptima member.

Upon completion of the recruitment for the vacant position, HCA presented the applications to the Selection Panel for review. The Selection Panel must recommend to the Board at least two individuals per vacant seat. On December 4, 2023, the Selection Panel met in a noticed, public hearing and made the following recommendations, with recommended candidates listed in alphabetical order:

- For the current CalOptima member or is a family member of a current CalOptima member seat:
Maura Byron (See attachment A for the Application and Resume)
Brenda Deeley (See attachment B for the Application and Resume)

The Health Care Agency now requests that the Board select one candidate for the appointment to the CalOptima Health Board of Directors and appoint Maura Byron or Brenda Deeley, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Application Package - Maura Byron

Attachment B - Application Package - Brenda Deeley

Attachment C - Article 3 of Division 11 of Title 4 of the Orange County Codified Ordinances

Attachment D – Welfare & Institutions Code Section 14087.59




CalOptima Health
Board of Directors Application



CalOptima Health (CalOptima) is a separate legal, public entity from the County of Orange; however, the composition of CalOptima's Board of Directors is governed by the County's Health Authority Ordinance. Therefore, the County's Health Care Agency conducts recruitments for the CalOptima Board of Directors and appointments are made by the Orange County Board of Supervisors.

General Instructions: Type or print clearly. Please identify which of the following position or positions on the CalOptima Board of Directors in which you are applying to serve under this application:

- One person who is a CalOptima Health Member or Family of a CalOptima Health Member.

Please sign the application on page 2 and attach a resume and any other information you would like considered as part of your application.

Name: Maura Byron Occupation/Title: Executive Director
 Home Address: Business Address: Family Support Network
 Street: Street:
 City: State: CA Zip: City: State: CA Zip:
 Home Phone: Fax: Business Phone: Fax:

Education: Please check the box with the highest level of education and list corresponding information:

- High School Name: Level/Degree: MA Education
 College or University Name: Level/Degree: MA Education
 Training/Trade School Name: Level/Degree: MA Education
 Advanced Degree Name: University of Redlands Level/Degree: MA Education
 Other Education/Training: Certification in Multiple Intelligences Theory and Gifted Education

Employment: List two most recent places of employment:

Employer: Family Support Network Employer: Family Support Network
 Position: Executive Director Position: Parent Mentor, Special Needs
 From: 3/ 2020 To: Present From: 10/ 2006 To: 2/ 2020

Professional/Community/Volunteer Organization Membership: List relevant organizations:

Organization: Cal Optima Health Organization: Cal Optima Health
 Type of Organization: Insurance/ Health System Type of Organization: Insurance/Health System
 Offices Held: Chair, Member Advisory Committee Offices Held: Chair, Whole Child Model Family Advise

List any contracts and/or financial interests that you have with health care providers:

Family Support Network holds contracts with agencies that support health care providers/caregivers: the Social Services Agency; the Department of Disability Services; the Department of Rehabilitation; and Regional Center of Orange County.

Briefly explain your qualifications for each position for which you are applying and why you wish to serve on the CalOptima Health Board of Directors:

I am applying for the Member position. My 24 year old daughter has Cerebral Palsy and is nonambulatory, developmentally delayed and requires 24/7 care. She is dependent for all all her care. She has been a member of Cal Optima since she was a small child. My husband and I are her conservators and responsible for all of her needs. As the parent of a member, I am keenly aware of the limitations of the system as well as its benefits. In this season of our lives, as she is transitioning to adult services, new challenges have come to the forefront of her care and I am even more focused on health care accessibility and quality. As the chair of the MAC and the former chair of the WCMFAC, I have become more aware of the scope of needs in Orange County among all members of Cal Optima Health. As the Executive Director of an agency that serves children, teens and adults with special needs, I am accutely aware of the needs of this consituancy. I am also on several committees and boards in the community and I hear of the concerns of seniors with various healthcare needs; those with concurrent comorbidities and those with substance abuse issues. I am aware of the need for a plan of safe care for infants born to addicted mothers. My personal passion is to address the significant gaps in services for some of the most vulnerable in our community, our disability community and I am adamant that our caregivers, particularly parent caregivers, have their stories told. I appreciate your consideration of my application.

By signing below you certify that you meet the requirements of the County's Ordinance for the position(s) in which you are applying to serve on the CalOptima Health Board of Directors.

Application materials and resume must be delivered to the address listed below. Applications will be accepted on a continuous basis until a sufficient number are received.

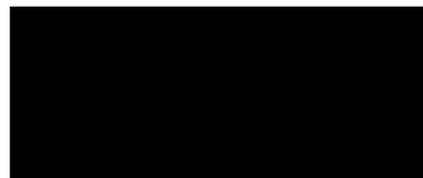
OC Health Care Agency, Attn: Mindy Winterswyk
405 W. 5th St., Ste. 720
Santa Ana, CA 92701

Signature: *Maura Byron*

Date: *10/13/2023*



Maura A. Byron



Effective and proven leader. Consensus builder and team facilitator. Accomplished mentor offering educational consultations, emotional support, and direction in areas of specialized needs for individuals with various abilities. Skilled communicator who has developed a network of community resources and partnerships that are vital to successful case management and implementation of alternative solutions. Experienced in team leadership and effective public presenter and in-service trainer. Self-starter and highly motivated to create successful and effective environments; dedicated to creating meaningful collaborative interactions between departments and amongst the larger community.

Skills

- Strong leadership skills
- Community Builder
- Public Speaker / Trainer
- Volunteer Manager
- Detail Oriented
- Program Development
- Effective Organizer
- Visionary
- Non-profit management
- Multi-tasker

Experience

Present - 2020 Executive Director, Family Support Network

Has the overall strategic and operational responsibility of the organization. Responsible for all staffing, programming and execution of the organization's mission and strategic plan. Other key responsibilities include fiscal monitoring, fundraising, marketing, grant writing, and community outreach activities.

2019– 2006 Family Support Network

Parent Partner Trainer/Supervisor and Wraparound Orange County Intake Liaison

Attend regular meetings of the Wraparound Intake team. Provide support to auxiliary support teams and contracted agencies. Complete audits of contracted agencies for Wraparound model fidelity. Screen and interview potential Parent Partner candidates. Train Parent Partners for the job duties related to the Wraparound process. Provide ongoing Professional Growth for Parent Partners. Facilitate and coordinate materials, presentations, and supplies for multiple trainings. Supervise Data Collection Coordinator for client satisfaction and Resource Specialist who provides good and services to Wraparound teams. Maintain allocated Wraparound budget.

Parent 2 Parent Mentor

Offer emotional support for families of children with special needs. Provide case management and coordination of community resources (Regional Center; California Children Services; Social Security; etc.) Align monetary resources from appropriate agencies for insurance purposes. Aid with educational transitions and IEPs. Facilitate and coordinate multiple support groups. Act as agency representatives on multiple community boards: Orange County Collaborative for Kids (OCC3); CCS Parent Advisory Council; Kaiser CCS Special Care Team; Children's Hospital of Orange County Family Advisory Council. Provide in-service training and presented at various boards, agencies, and organizations on behalf of FSN. Trainer for Family Centered Care Model for all California Children Services employees (therapists, administrators, doctors, and nurses.) Case manager for OCC3 – case development. Current Chairperson for the CalOptima Whole Child Model Family Advisory Council.

2006 – 1999

CEO/Domestic Facilitator: The Byron Collective

In 1999, our daughter Kathryn was born after suffering a significant stroke. The stroke caused her to have fully involved Cerebral Palsy with developmental delay. Her injury left her unable to speak, unable to walk, weakened muscle tone, etc. She was completely debilitated and required constant care. I was unable to work in a professional environment during this time. I spent the balance of any extra time working in ministry in the church. Our other two children were very young and required our "effort" to keep their life experience "normal" so we would not traumatize them with the medical issues of their younger sister. During these years, I honed my expertise in raising a child with special needs and utilized my educational expertise to secure the best possible environment for her – and our other children. Worked as the Assistant Youth Minister at St. Elizabeth Ann Seton Catholic Church in Las Vegas, NV.

1999 – 1995: Educational Consultant

Provided workshops and trainings for the California Association for the Gifted. Worked with the Carson City Unified School District as a consultant in gifted education and the implementation of integrated, thematic curriculum.

1995 – 1985: Educator

Redlands Unified School District – teacher 5/6th grades. Gifted and Talent Coordinator: Program Implementation; Evaluation of students and oversight of staff. Served as a mentor teacher for the district, training and overseeing college students during their student teaching responsibilities. Lead teacher for the GATE program in the district. Served on the accreditation team for the district. Directed the McKinley School choir for 9 years and the district wide choir for 3 years. Awarded Teacher of the Year for 1994. Awarded GATE Teacher of the Year 1995.

Education

- **MASTER OF ARTS IN EDUCATION: CURRICULUM LEADERSHIP AND DEVELOPMENT**
UNIVERSITY OF REDLANDS, 1989
- **BACHELOR OF ARTS IN EDUCATION: MULTIPLE SUBJECTS**
UNIVERSITY OF REDLANDS, 1985
- **CERTIFICATE OF GIFTED AND TALENTED EDUCATION**
UNIVERSITY OF CALIFORNIA, RIVERSIDE, 1994
- **CERTIFICATE OF MASTERY, MULTIPLE INTELLIGENCES THEORY**
UNIVERSITY OF CALIFORNIA, RIVERSIDE, 1994

Committee Affiliation:

2022 – Present: Chair, Cal Optima Health Member Advisory Board

2018 – Present: Cal Optima Health Family Advisory Board for the Whole Child Model (CCS) Chair / Member

Ongoing: Cal Optima Health Community Outreach Committee; OC Health Care Task Force; Orange County Collaborative for Kids (OCC3); Aces Aware Community Partnership Workgroup; Aces Aware Trauma Informed Network of Care Learning Group; Early Childhood Orange County Policy and Advocacy Committee; Developmental Screening Registry Workgroup; Kaiser Hospital Special Care Team; Wraparound Special Medical Collaboration – SSA; Family Treatment Taskforce of WE CAN (SSA/HCA); OC Navigator Workgroup; Plan of Safe Care Workgroup (1st 5 Commission); Resiliency Network of Care Collaborative Planning Committee; Be Well Prenatal to Five Workgroup, and Wraparound Review and Intake Team (Parent Partner Coordinator/Trainer; Executive Director, Liaison)



Board of Directors Application

CalOptima Health (CalOptima) is a separate legal, public entity from the County of Orange; however, the composition of CalOptima's Board of Directors is governed by the County's Health Authority Ordinance. Therefore, the County's Health Care Agency conducts recruitments for the CalOptima Board of Directors and appointments are made by the Orange County Board of Supervisors.

General Instructions: Type or print clearly. Please identify which of the following position or positions on the CalOptima Board of Directors in which you are applying to serve under this application:

A current CalOptima Health member or a family member of a current CalOptima Health member.

Please sign the application on page 2 and attach a resume and any other information you would like considered as part of your application.

Name: Brenda Deeley	Occupation/Title: Public relations/public affairs consultant/ CEO
Home Address: [REDACTED]	Business Address: [REDACTED]
Street: [REDACTED]	Street: [REDACTED]
City: [REDACTED] State: [REDACTED] Zip: [REDACTED]	City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Home Phone: [REDACTED] Fax: [REDACTED]	Business Phone: [REDACTED] Fax: [REDACTED]

Education: Please check the box with the highest level of education and list corresponding information:

<input type="checkbox"/> High School	Name: [REDACTED]	Level/Degree: M.A.
<input type="checkbox"/> College or University	Name: University of Washington	Level/Degree: M.A.
<input type="checkbox"/> Training/Trade School	Name: [REDACTED]	Level/Degree: M.A.
<input checked="" type="checkbox"/> Advanced Degree	Name: Western Washington University	Level/Degree: M.A.
<input type="checkbox"/> Other Education/Training:	Political Science/Public Policy & Administration	

Employment: List two most recent places of employment:

Employer: Brenda Deeley PR, LLC	Employer: Porter Novelli
Position: CEO	Position: Executive Vice President
From: 10/2017 To: Present	From: 11/2002 To: 9/2017

Professional/Community/Volunteer Organization Membership: List relevant organizations:

Organization: Reimagine	Organization: Orange County Public Affairs Association
Type of Organization: Nonprofit serving people with disabilities	Type of Organization: Industry association
Offices Held: Board member, Development chair	Offices Held: [REDACTED]

List any contracts and/or financial interests that you have with health care providers:

Public relations consulting contract with Children's Hospital of Orange County.

Briefly explain your qualifications for each position for which you are applying and why you wish to serve on the CalOptima Health Board of Directors:

I bring a deep understanding of the health care industry, experience with CalOptima and advocacy work on behalf of people with intellectual and developmental disabilities. I have spent my entire professional career in communications -- and for the past 15 years, my clients have included health systems. I have worked with them on a variety of complex health-related communications issues including the COVID-19 pandemic and mental health, among many other issues such as crisis communications.

I am the parent and co-conservator of a 23-year-old woman with Down syndrome who has been a CalOptima member since infancy. I currently serve on the Board of Directors at Reimagine, a nonprofit dedicated to serving people with disabilities throughout their lifespan. CalOptima funds Reimagine's Community-Based Adult Services. My daughter is a Reimagine participant in the CBAS program funded by CalOptima. I have served on the CalOptima Whole-Child Model Family Advisory Committee (2019-2021). As a long-time advocate for people with intellectual/developmental disabilities, I previously served on the Irvine Residents with Disabilities Advisory Board, Down Syndrome Association of Orange County Board of Directors and National Down Syndrome Congress PR Committee.

By signing below you certify that you meet the requirements of the County's Ordinance for the position(s) in which you are applying to serve on the CalOptima Health Board of Directors.

Application materials and resume must be delivered to the address listed below no later than 5 p.m. on September 12, 2023:

OC Health Care Agency, Attn: Mindy Winterswyk
405 W. 5th St., Ste. 720
Santa Ana, CA 92701

Brenda Deesley

Signature:

September 11, 2023

Date:



Brenda Deeley

"Brenda is the best PR project manager I have ever worked with and was key to the success of the Groundwater Replenishment success and the Silver Anvil award. I would recommend her without hesitation!"

Ron Wildermuth (retired)

Former Director of Communications,
Orange County Water District

"Brenda is one of the most outstanding public and community relations professionals I have ever worked with. She is an outstanding verbal and written communicator and as a former client, I can say that she continually exceeded my expectations on every project. I know we will continue to work together whenever possible."

Debra Legan

Former VP of Marketing &
Communications, Hoag
VP of Marketing & Communications,
PIH Health

Client Experience:



HCA ASR

Public Relations/Public Affairs/Community Relations Strategist

Award-winning senior level public relations and public affairs strategist with business development and staff management responsibilities. Public and private sector clients include airports, hospitals, nonprofit organizations, water districts, transportation agencies, financial institutions and economic development corporations.

Client Experience Highlights

Mesa Water District (2021-Present)

- Provide strategic communications counsel and oversee public affairs department team to ensure high performance.

CHOC (2010-Present)

- Provide strategic counsel for major communications initiatives and issues management, as needed and media train hospital leadership.

Irvine Ranch Water District (2018-2021)

- Managed public outreach for the Syphon Reservoir (recycled water) Improvement Project public outreach program.

Pomona Valley Hospital Medical Center (2013-2021)

- Led local media relations campaign.
- Provided crisis communications counsel on issues including union negotiations and organizing activity, communicable diseases and infections (e.g., COVID-19, Ebola, C.diff, CRE, measles exposure and norovirus outbreak), corporate and other hospital-related issues (e.g., CEO compensation, health insurance contract disputes, birth tourism and perceived, unfounded HIPAA violations).

San Diego International Airport and Airport Authority (2007-2017)

- Senior team leader for nationally-award winning public outreach campaigns for complex and potentially controversial major capital improvement projects:
 - Superior Achievement in Branding Reputation & Engagement (SABRE) Gold Award, The Holmes Report, 2016 and 2012
 - PR Campaign of the Year, Airports Council International-North America, 2014
 - Silver Anvil, Public Relations Society of America, 2011
 - PRWeek Awards Honorable Mention, 2011
 - Award of Excellence, Public Relations Society of America, 2009

Hoag (2008-2011)

- Led national media relations, crisis communications and community relations for new hospital.

Boise Valley Economic Partnership (2006-2009)

- Led national business attraction media relations campaign.

Orange County Water District (2001-2005)

- Led public outreach to build support for the largest water purification project in the world that purifies sewer water into drinking water. There was never any public opposition to this project.
 - Silver Anvil, Public Relations Society of America, 2006

Employment History

CEO | Brenda Deeley PR, LLC | October 2017-Present

Executive Vice President & Global Client Service Excellence Leader | Porter Novelli, Inc. (NYSE: OMC) | 2002-September 2017

Consultant | Porter Novelli, Inc. | 2001-2002

Community Relations Director | The Wooden Floor (formerly known as Saint Joseph Ballet) | 1999-2000

Counselor | Nelson Communications Group (acquired by Porter Novelli) | 1997-2000

Executive Director | San Diego County Citizens Against Lawsuit Abuse | 1995-1997

Operations Director/Acting General Manager | KZAZ-FM, NPR Affiliate | 1991-1995

Radio Announcer | KGMI-AM | 1990-1991

Education

MA Political Science/Public Policy & Administration | Western Washington University | 1997

ARTICLE 3. - BOARD OF DIRECTORS

Sec. 4-11-11. - Membership.

- (a) The governing body of the Health Authority, referred to in this division as the Board of Directors, shall consist of the following: twelve (12) voting members who shall be legal residents of, or employed in, the County of Orange and who shall be generally representative of the diverse backgrounds, interests, and demography of persons residing in the County, and, as described in section 4-11-11(d), one (1) non-voting member.
- (b) Each member of the Board of Directors shall have a commitment to a health care system that seeks to improve access to high-quality health care for persons served by the Health Authority and which in fact delivers high-quality care and is financially viable. Members of the Board of Directors shall possess the requisite skills and knowledge necessary to design and operate a quality publicly-assisted health care delivery system.
- (c) The twelve (12) voting members of the Board of Directors shall consist of the following:
 - (1) Five (5) members of the Board of Supervisors;
 - (2) One (1) person appointed by majority vote of the Board of Supervisors who is a current hospital administrator or is a former hospital administrator;
 - (3) One (1) person appointed by majority vote of the Board of Supervisors who is a licensed medical provider in current practice and who is not an owner or officer or a member of the board of directors of:
 - a. A contracted independent physician's association; or,
 - b. A health network;
 - (4) One (1) person appointed by majority vote of the Board of Supervisors who is a licensed physician in current practice and who is also a representative of a contracted independent physician's association or health network;
 - (5) One (1) member of the public appointed by majority vote of the Board of Supervisors who is a legal resident of Orange County;
 - (6) One (1) person appointed by majority vote of the Board of Supervisors who has any of the following qualifications, with prior health care system experience preferred:
 - a. Professional accounting experience;
 - b. Professional public finance experience; or

- c. Is an actively-licensed attorney.
- (7) One (1) person appointed by majority vote of the Board of Supervisors who is a representative of a community clinic;
- (8) One (1) person appointed by majority vote of the Board of Supervisors who is a current CalOptima member or is a family member of a current CalOptima member. For the purposes of this subdivision, "family member" means a parent, sibling, foster parent, or legal guardian of a CalOptima member.
- (d) The one (1) non-voting member of the Board of Directors shall be the Director of the Health Care Agency.
- (e) Any member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) may be removed from office by a majority vote of the Board of Supervisors favoring such removal.
- (f) A member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) shall be entitled to compensation on a per diem basis. No member of the CalOptima Board of Directors is required to accept compensation awarded under this subdivision. The amount of compensation shall be one hundred dollars (\$100.00) per meeting of the CalOptima Board of Directors or meeting of a CalOptima advisory committee. No individual member shall be compensated under this subdivision for more than three (3) meetings in any calendar month.
- (g) A member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) shall be entitled to mileage reimbursement for each mile actually and necessarily travelled from the member's residence or place of business to the location of a CalOptima Board of Directors meeting or meeting of a CalOptima advisory committee. Only miles travelled within the County of Orange shall be eligible for reimbursement. Reimbursement shall be paid at the Internal Revenue Service prevailing rate. No member of the CalOptima Board of Directors is required to accept reimbursement available under this subdivision.

(Ord. No. 3896, § 1, 8-10-93; Ord. No. 00-8, § 3, 8-1-00; Ord. No. 09-001, 1-13-09; Ord. No. 11-021, 12-13-11; Ord. No. 14-002, § 1, 3-4-14; Ord. No. 16-001, § 3, 2-23-16; Ord. No. 17-007, § 1, 8-8-17)

Sec. 4-11-12. - Terms of office for members and vacancy in office.

- (a)

Sixty (60) days before the expiration of the term of a member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) or upon the vacancy such member's seat, the Health Care Agency shall seek new applicants for the Board of Directors pursuant to the qualifications provided in section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8). The Health Care Agency shall conduct community outreach to seek out and encourage potential applications and solicit recommendations from the office of each member of the Board of Supervisors as part of the recruitment process. The Health Care Agency shall present all applications for membership on the Board of Directors to the Selection Panel. The Selection Panel shall consist of three (3) persons, as herein described:

- (1) One (1) representative of the Health Care Agency designated by the Director of the Health Care Agency;
- (2) Two (2) representatives, who shall be designated by the Chair of the Board of Supervisors.

The Selection Panel shall recommend to the Board of Supervisors at least two (2) persons for each seat on the Board of Directors, with the exception of members appointed pursuant to sections 4-11-11(c)(1) and 4-11-11(d), that is vacant or expiring. The Health Care Agency shall present the Selection Panel's recommendations to the Board of Supervisors for its consideration.

- (b) Except as provided under section 4-11-12(a), (c), and (d), the term of office for members of the Board of Directors appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) shall be four (4) years.
- (c) Each member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) shall be deemed removed from office by the Board of Supervisors upon the expiration of his or her term or when that member no longer holds the qualifications set forth in section 4-11-11(c). Members seeking reappointment for a second term on the Board of Directors shall resubmit applications pursuant to section 4-11-12(a).
- (d) Vacancies on the Board of Directors shall be filled by the Board of Supervisors pursuant to sections 4-11-11 and 4-11-12. Members who are appointed to fill the unexpired term of a vacant seat will have an initial term that corresponds to the unexpired term of the vacant seat. A vacancy that occurs in the last ninety (90) days of a term shall not be filled until the expiration of the term.
- (e)

A member appointed pursuant to section 4-11-11(c)(2), (3), (4), (5), (6), (7), or (8) may serve no more than two (2) consecutive terms. This limitation shall only apply to service for consecutive terms. No other limitation on the number of terms a person may serve is intended.

(Ord. No. 3896, § 1, 8-10-93; Ord. No. 00-8, § 3, 8-1-00; Ord. No. 06-012, § 2, 12-5-06; Ord. No. 11-021, 12-13-11; Ord. No. 14-002, § 1, 3-4-14; Ord. No. 16-001, § 3, 2-23-16; Ord. No. 17-007, § 1, 8-8-17)

Sec. 4-11-13. - Bylaws.

Procedures for the conduct of business not otherwise specified in this division shall be contained in bylaws adopted by the Board of Directors.

(Ord. No. 3896, § 1, 8-10-93)

Sec. 4-11-14. - Quorum.

A majority of the voting members of the Board of Directors shall constitute a quorum, and no act of the Board of Directors shall be valid unless at least a majority of those voting members constituting a quorum concur thereon.

(Ord. No. 3896, § 1, 8-10-93; Ord. No. 14-002, § 1, 3-4-14; Ord. No. 16-001, § 3, 2-23-16)

Sec. 4-11-15. - Committees and advisory boards.

The Board of Directors may establish a committee or advisory board for any purpose that will be beneficial in accomplishing the work of the Health Authority. As a minimum, two (2) advisory boards shall be established, the first being a provider advisory board and the second being a consumer advisory board.

(Ord. No. 3896, § 1, 8-10-93)

Sec. 4-11-16. - Findings; conflicts of interest.

- (a) Pursuant to Welfare and Institutions Code section 14087.57(a) and section 18707.4 of title 2 of the California Code of Regulations, it is determined that health care providers appointed to the Board of Directors of the Health Authority are intended to represent and further the interest of a health care industry, trade or profession, and that such representation and furtherance will ultimately serve the public interest. Accordingly, it

is determined that for purposes of health care providers who are members of the Board of Directors of the Health Authority, a health care industry, trade or profession is tantamount to and constitutes the public generally within the meaning of section 87103 of the California Government Code.

- (b) As used in this section, "health care industry, trade or profession" shall mean physicians, health care practitioners, hospitals, pharmacies, or other health care organizations, including managed care organizations, and trade or professional associations.
- (c) A member of the Health Authority Board of Directors shall not be deemed to be interested in a contract entered into by the Health Authority within the meaning of article 4 (commencing with section 1090) of chapter 1 of division 4 of title 1 of the Government Code if all of the requirements set forth in Welfare and Institutions Code section 14087.57 are satisfied.

(Ord. No. 3896, § 1, 8-10-93; Ord. No. 00-8, § 4, 8-1-00; Ord. No. 11-021, 12-13-11)

WELFARE AND INSTITUTIONS CODE - WIC

DIVISION 9. PUBLIC SOCIAL SERVICES [10000 - 18999.98]

(Division 9 added by Stats. 1965, Ch. 1784.)

PART 3. AID AND MEDICAL ASSISTANCE [11000 - 15771]

(Part 3 added by Stats. 1965, Ch. 1784.)

CHAPTER 7. Basic Health Care [14000 - 14199.87]

(Chapter 7 added by Stats. 1965, 2nd Ex. Sess., Ch. 4.)

ARTICLE 2.8. County Health Systems [14087.5 - 14087.95]

(Heading of Article 2.8 amended by Stats. 1988, Ch. 1348, Sec. 1.)

14087.59.

(a) (1) Notwithstanding subdivision (d) of Section 14087.54, governance of the commission in the County of Orange established pursuant to Section 14087.54, known as the Orange County Health Authority, shall be vested in a governing body consisting of 10 members: 9 voting members and 1 nonvoting member. The nonvoting member shall be the Director of the Orange County Health Care Agency. The nine voting members shall be nominated by the Orange County Health Care Agency and appointed by a majority vote of the Board of Supervisors of the County of Orange and shall consist of the following:

- (A) Two members shall each be a member of the Board of Supervisors of the County of Orange, with one additional member of the Board of Supervisors of the County of Orange to serve as an alternate.
- (B) One member shall be a current or former hospital administrator.
- (C) One member shall be a representative of a community clinic, which may include, but is not limited to, a representative of a federally qualified health center, as defined in Section 1396d(1)(2)(B) of Title 42 of the United States Code.
- (D) One member shall be a member of the public who is a legal resident of the County of Orange.
- (E) One member shall be a practicing licensed medical provider who is not an owner or officer, or a member of the board of directors, of a contracted independent physician's association or provider network.
- (F) One member shall be a current CalOptima member or a family member of a current CalOptima member.
- (G) One member shall be an accounting or public finance professional, or an attorney who is an active member of the State Bar.

(H) One member shall be a practicing licensed physician who is a representative of a contracted independent physician's association or provider network.

(2) For purposes of identifying qualified individuals to be considered as members of the governing body, the Board of Supervisors of the County of Orange shall consult with stakeholders in the County of Orange, including, but not limited to, providers who serve CalOptima members, consumers, and advocates.

(b) Each member of the governing body shall reside in, or be employed in, the County of Orange and shall be generally representative of the diverse backgrounds, interests, and demography of persons residing in the County of Orange. Each member of the governing body shall have a commitment to a health care system that seeks to improve access to high-quality health care for persons served by the commission and that in fact delivers high-quality care and is financially viable. Each member shall possess the requisite skills and knowledge necessary to design and operate a quality publicly assisted health care delivery system.

(c) (1) Members of the governing body of the commission shall serve four-year terms, except for those members who are members of the Board of Supervisors of the County of Orange who shall serve a one-year term.

(2) A member of the governing body described in any of subparagraphs (B) to (H), inclusive, of paragraph (1) of subdivision (a) shall serve no more than two consecutive terms. An individual who served a one-year term on the governing body as described in paragraph (1) may not be appointed to serve a four-year term under any of subparagraphs (B) to (H), inclusive, of paragraph (1) of subdivision (a) within 12 months of the expiration of their one-year term. The limitations set forth in this paragraph apply only to service for consecutive terms. No other limitation on the number of terms a person may serve is intended.

(3) A member of the governing body of the commission may be removed from the governing body by a vote in favor of that removal of at least two-thirds of the full membership of the Board of Supervisors of the County of Orange.

(d) The governing body of the commission, subject to a two-thirds vote of the full membership, may increase the number of public members, or the number of members who are current CalOptima members or family members of current CalOptima members who may serve as a member of the governing body, subject to an affirmative vote by a majority of the Board of Supervisors of the County of Orange, provided, however, that a change in the composition of the governing body under this subdivision shall not result in the elimination of any member described in paragraph (1) of subdivision (a).

(e) Each member of the governing body shall have the responsibility and duty to follow the requirements of applicable federal and state laws and regulations, including Section 1090 of the Government Code, the applicable provisions of Sections 87100 to 87500, inclusive, of the Government Code, and Section 14047.6 of this code, to serve the public interest of the members of CalOptima, and to ensure the operational well-being and fiscal solvency of the Orange County Health Authority. Members of the governing body shall further strive to improve health care quality, promote prevention and wellness, ensure the provision of cost-effective health and behavioral health care services, reduce health disparities, address the needs of Medi-Cal members who are affected by homelessness and housing instability, improve quality outcomes, and manage the risk and needs of Medi-Cal beneficiaries through whole-person care approaches and addressing social determinants of health. The Orange County Health Authority shall work to earn the public's trust through its commitment to accountability, responsiveness, transparency, reliability, and cooperation.

(f) A member of the governing body who has a financial interest, within the meaning of Section 87100 of the Government Code, in a decision before the governing body shall, upon identifying a conflict of interest or a potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

(1) Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

(2) Recuse the member's own self from discussing and voting on the matter.

(3) Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

(4) Notwithstanding paragraph (3), the member may speak on the issue during the time that the general public speaks on the issue.

(g) (1) A member of the governing body shall not, for a period of one year after leaving office, act as an agent or attorney for, or otherwise represent, for compensation, any other person, by making any formal or informal appearance before, or by making any oral or written communication to, the commission, or any committee, subcommittee, or present member of the commission, or any officer or employee of the commission, if the appearance or communication is made for the purpose of influencing administrative action or influencing any action or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant, or contract, or the sale or purchase of goods or property.

(2) In addition to paragraph (1), a member of the governing body described in subparagraphs (A) and (G) of paragraph (1) of subdivision (a) shall not, for a period of one year after leaving office, serve as an employee, agent, or attorney, or otherwise represent, for compensation, the Orange County Health Authority or any other entity that received an expenditure of Medi-Cal funds from the Orange County Health Authority during the prior five years. This paragraph does not apply to expenditures of Medi-Cal funds from the Orange County Health Authority for routine administrative expenses for reimbursement for travel, continuing education costs, routine office expenses, and other ongoing routine administrative expenses. This paragraph does not prevent any member from returning to or continuing the role that they held when they were appointed to the governing body.

(Amended by Stats. 2022, Ch. 430, Sec. 1. (AB 498) Effective January 1, 2023.)



County Executive Office

Memorandum

RECEIVED
2023 DEC 14 PM 2:10
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

December 13, 2023

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Frank Kim
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2023.12.13 09:46:55 -0800

Subject: Exception to Rule 21

S35G

The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 19, Board Hearing.

Agency: County Executive Office

Subject: Lease Renewal at 6301 Beach Blvd., Suite 103, Buena Park

Districts: 4

Reason Item is Supplemental: This Agenda Staff Report is being requested to be submitted as a supplemental due to delays in obtaining necessary signatures from multiple parties related to the amended and restated lease.

Justification: The Lease expires on December 31, 2023, and the site is a functional location for the Health Care Agency's Women, Infant & Children (WIC) program. The Amended and Restated Lease will extend this program's present from January 1, 2024 through December 1, 2033 with one five-year option to extend the term.

Concur: *Donald P. Wagner*
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: 12/19/23

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 4

SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: Thomas A. Miller
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Thomas A. Miller (714) 834-6019
Debra Baetz (714) 834-2830

2023 DEC 14 PM 2:10
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS
 RECEIVED

SUBJECT: Lease Renewal at 6301 Beach Blvd., Suite 103, Buena Park

CEO CONCUR

Frank Kim
 Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
 Date: 2023.12.13 09:47:14 -0800
 CEO Signature

COUNTY COUNSEL REVIEW

Approve Agreement to Form
Action
Lauren Kramer
 County Counsel Signature

**CLERK OF THE BOARD
Discussion**

3 Votes Board Majority

Budgeted: N/A **Current Year Cost:** See Financial Impact Section **Annual Cost:** See Financial Impact Section

Staffing Impact: No **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A
Funding Source: Fed:100% (Woman, Infants and Children) **County Audit in last 3 years** No
Levine Act Review Completed: Yes
Prior Board Action: 10/16/2018 #16; 6/25/2013 #7, 5/22/2007 #53

RECOMMENDED ACTION(S)

- Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1 (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
- Approve and execute the Amended and Restated Lease Agreement with MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies, for 2,691 rentable square feet of office space located at 6301 Beach Boulevard in the city of Buena Park, for the Health Care Agency use as a Public Health/Women, Infants and Children program facility commencing on or about January 1, 2024 through December 31, 2033, with one five-year option to extend the term.
- Authorize the Chief Real Estate Officer or designee to execute subsequent documents, exercise option terms and 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:

Approval of the Amended and Restated Lease Agreement with MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies, will continue to provide 2,691 square feet of office space for the Health Care Agency at 6301 Beach Boulevard in Buena Park, for an additional 10-year period through December 31, 2033, with one five-year extension option.

BACKGROUND INFORMATION:

The Health Care Agency (HCA) through its Public Health Women, Infant & Children's (WIC) program provides assistance to low to moderate-income pregnant, breastfeeding and postpartum women, and infants/children up to age five who are at nutritional risk. The program provides participants with supplemental food, nutrition education, and breastfeeding support and assists them in finding health care and other community services. The purpose of WIC is to prevent health problems and to improve the health of program participants during critical times of growth and development. HCA has several WIC locations throughout Orange County to provide these important services to the public.

On May 22, 2007, the Board approved a 10-year Lease for a new WIC office, located at 6301 Beach Boulevard in Buena Park (Premises). On June 25, 2023, the Board approved the First Amendment to Lease, which significantly reduced the size of the Premises, from 6,904 rentable square feet (RSF) to 2,691 RSF (Current Premises), and extended the term through October 16, 2018 with one additional 5-year option to extend the term. Subsequently on October 16, 2018, the County exercised the extension option which extended the term of the current lease through December 23, 2023.

The Current Premises continues to provide excellent access to services, situated along Beach Boulevard, with direct access to freeways and public transportation routes, decreasing barriers to services for clients located in Buena Park and the surrounding area. HCA desires continued occupancy at the Current Premises to operate services that are consistent with HCA's program goals and allow flexibility for future program requirement needs at this location.

CEO Real Estate negotiated a renewal for a new 10-year term with one additional five-year option to extend the term thereafter with advanced written notice of at least 12 months, but no later than nine months prior to the termination date (Proposed Amended and Restated Lease). The Proposed Amended and Restate Lease will extend the Lease term through December 31, 2033. Under the terms of the Proposed Lease (Proposed Lease), the full service gross rent will start at \$2.50 RSF with three percent (3%) annual increases, with no pass through for building operating expenses, consistent with current market rent. Additionally, MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies (Lessor) have agreed to complete minor necessary tenant improvements. The Proposed Lease also includes a five-year option to extend the term of the lease, which offers HCA excellent stability for its WIC program.

The Lessor has requested evidence of the County's self-insurance, with a requirement that the Lessor and its property manager be listed as Additional Insureds on the County's program of self-insurance. County's Risk Management has reviewed and concurred that though this is not a standard County insurance provision, it should not expose the County to any unusual or additional liability. Furthermore, the Proposed Lease contains standard mutual indemnification which reduces the risk to the County.

Compliance with CEQA: The proposed project is Categorical Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 (Class 1), because the project involves the lease of an existing office space with minor tenant improvements, involving negligible or no expansion of an existing use.

FINANCIAL IMPACT:

Appropriations for this Proposed Lease are included in the HCA Budget Control 042 FY 2023-2024 Budget and will be included in the budgeting process for future years.

FY 2023-24	\$40,365
FY 2024-25	\$81,941
FY 2025-26	\$84,399
FY 2026-27	\$86,931
FY 2027-28	\$89,539
FY 2028-29	\$92,225
FY 2029-30	\$94,992
FY 2030-31	\$97,842
FY 2031-32	\$100,777
FY 2032-33	\$103,800
FY 2033-34	\$52,667

The lease is 100% federally funded by the WIC program.

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

Health Care Agency

ATTACHMENT(S):

- Attachment A - Amended and Restated Lease
- Attachment B - Acquisition Questionnaire
- Attachment C - Lease Summary



CEO/ALS/HCA-06-008
HCA/WIC
6301 Beach Boulevard, Suite 103
Buena Park, CA 90621

AMENDED AND RESTATED LEASE

THIS IS AMENDED AND RESTATED LEASE AGREEMENT (hereinafter referred to as “**Lease**”) made _____, 2023, (“**Effective Date**”), by and between MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies (successor-in-interest to MS-BEACH BLVD BUENA PARK, LLC) and known hereinafter referred to as “**Lessor**”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “**County**”. The Lessor and County may individually be referred to herein as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

- I. Pursuant to a lease dated May 22, 2007, Lessor, as successor in interest to Buena Park Corporate Plaza, LP, a California limited partnership, leases to County approximately 6,904 square feet of office space located at 6301 Beach Boulevard., Buena Park, California, Suite 103.
- II. The Lease was amended effective June 25, 2013 (“**First Amendment**”), reducing the size of Premises to 2,691 rentable square feet (“**RSF**”).
- III. On October 16, 2018, the Parties agreed to further amend the Lease to extend the term through December 31, 2023, (“**Second Amendment**”).
- IV. The Parties now desire to amend and restate the Lease for an additional ten (10) year term and update the Lease clauses on the terms and conditions contained herein.

NOW, THEREFORE, the Parties hereby agree to amend and restate the Lease, as follows:

1. DEFINITIONS (1.0 SA)

The following words in this Lease shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**Building**” means the building commonly known as 6301 Beach Boulevard, Buena Park, California constituting a portion of the Premises.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Lessor, such other entity as shall be designated by the County Executive Officer.

“**County Counsel**” means County Counsel County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Board of Supervisors.

“**HCA**” means the Health Care Agency, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**HCA/Facilities Services Manager**” means the Manager, HCA/Facilities Services, County of Orange, or designee, or upon written notice to Lessor, such other person or entity as shall be designated by the Director of the Health Care Agency.

2. PREMISES (1.1 SA)

Lessor leases to County that certain property described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, of approximately 2,691 RSF in the building located at 6301 Beach Boulevard, Buena Park, California, Suite 103 (collectively, the “**Premises**”), together with non-exclusive, in common use of elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to the Premises.

3. USE (1.2 SA)

County shall use the Premises for general office purposes or any other lawful purpose. County shall not use the Premises or any portion thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein.

4. PARKING (1.3 SA)

Throughout the Term of the Lease and including any Extension Term pursuant to Clause 7 (OPTION TO EXTEND TERM), County shall have the use of thirteen (13) parking spaces, consisting of exclusive use of five (5) parking spaces (two (2) of which will be located directly in front of the Premises and will be labeled for “Expecting Mothers”) and non-exclusive use of eight (8) parking spaces, without additional charge, as shown on Exhibit B. County’s use of said parking spaces shall be subject to all reasonable rules and regulations which are prescribed by Lessor from time to time for the efficient operation of the parking areas for the Building and provided to County in writing.

In addition to said parking spaces, Lessor shall also provide parking for disabled persons (“**ADA Spaces**”) in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

5. TERMINATION OF PRIOR AGREEMENTS (1.4 SA) - *intentionally omitted*

6. TERM (1.5 SA)

The Term of this Lease shall be ten (10) years (“**Term**”), commencing on January 1, 2024 (“**Commencement Date**”) and continuing in effect until December 31, 2033, unless sooner terminated consistent with the terms of this Lease including Clause 8 (OPTION TO TERMINATE LEASE).

7. OPTION TO EXTEND TERM (1.6 SA)

Provided there is no current County Default under this Lease (as further defined in Clause 28 DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the “**Option**”) of this Lease for one (1) five (5) year period (“**Extension Term**”) exercised by the Chief Real Estate Officer and memorialized in an amendment executed by the Chief Real Estate Officer, on behalf of the County, and Lessor, for any or all of the space then under lease by County in the Building. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date. Time is of the essence in the exercise of the Option. The Option shall be personal to County and shall not be exercised by any assignee or sublessee of County. “Term” as used in this Lease shall mean the initial Term and the Extension Term if the Option is duly exercised. If the County exercises the Option to extend, during the Extension Term County shall continue to have the option to terminate the Lease pursuant to Clause 8 (OPTION TO TERMINATE).

A. Mutual Agreement. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the Extension Term within such thirty (30) days, the provisions of the Appraisal section below shall apply.

B. Factors for Determining Fair Market Rental Value. The “**Fair Market Rental Value**” of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms’ length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between “gross” and “net” leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

C. Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the “**Three Broker Method**”): within ten (10) business days after the expiration of such thirty-day period, each

Party shall give written notice to the other setting forth the name and address of a “Broker” (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers’ determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

D. Broker. For the purpose of this Clause 7, “**Broker**” shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person’s appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

8. OPTION TO TERMINATE LEASE (1.7 SA)

County shall have the option to terminate this Lease at any time after the fifth (5th) year of the Lease Term upon giving Lessor written notice at least sixty (60) days prior to said termination date.

9. RENT (1.8 SA)

County agrees to pay to Lessor as rent for the Premises the sum of \$6,727.50 per month commencing on January 1, 2024 (“**Rent Commencement Date**”) and adjusted annually by three percent (3%) pursuant to the Rent Adjustment schedule in Clause 10 (RENT ADJUSTMENT) below.

To obtain rent payments and payment of any amounts hereunder Lessor (or Lessor’s designee) shall submit to County’s HCA/Facilities Services Manager, in a form acceptable to said HCA/Facilities Services Manager, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

- A. The first day of the month following the month earned; or
- B. Receipt of Lessor’s written claim by the HCA/Facilities Services Manager.

County shall pay Additional Rent in accordance with this Clause. “**Additional Rent**” consists of additional utility charges under the Clause 20 (UTILITIES) of this Lease.

10. RENT ADJUSTMENT (1.9 SA)

The monthly rent payable by County for the Premises (“**Rent**”) shall be automatically adjusted as follows:

<u>Period</u>	<u>Rent</u>	<u>Per Square Foot</u>
1/1/24 – 12/31/24	\$6,727.50	\$2.50
1/1/25 – 12/31/25	\$6,929.33	\$2.58
1/1/26 – 12/31/26	\$7,137.20	\$2.65
1/1/27 – 12/31/27	\$7,351.32	\$2.73
1/1/28 – 12/31/28	\$7,571.86	\$2.81
1/1/29 – 12/31/29	\$7,799.02	\$2.90
1/1/30 – 12/31/30	\$8,032.99	\$2.99
1/1/31 – 12/31/31	\$8,273.98	\$3.07
1/1/32 – 12/31/32	\$8,522.20	\$3.17
1/1/33 – 12/31/33	\$8,777.86	\$3.26

The monthly Rent, above, is the amount to be paid by County. The “Per Square Foot” rate, above, is an estimate for statistical purposes only and for no other purpose.

11. ADJUSTMENT FOR COST OF LESSOR SERVICES (2.0 SA) - *Intentionally Omitted*

12. RIGHT OF FIRST OFFER (2.1 SA)

During the Term and Extension Term(s), County will have a continuing right of first offer (the “ROFO”) to lease any space located in the Building (each, a “ROFO Space”) that becomes available. County may request, by written notice to Lessor an “Availability Request” that Lessor notify County of whether any ROFO Space is then available or whether a ROFO Space will become available in the following twelve (12) month period. Lessor shall also advise County (the “ROFO Offer”) of the terms under which Lessor is prepared to lease (or will be prepared to lease in the case of a ROFO Space Lessor anticipates to become available in the following twelve (12) month period) the applicable ROFO Space; provided, however, at County’s option, the term for such space will be adjusted proportionately to permit expiration coterminous with the Term. County will have thirty (30) business days after receipt of Lessor’s ROFO Offer to notify Lessor of its intent to exercise its ROFO; provided, however that, if County was entitled to exercise the ROFO, but failed to so exercise the same within the thirty (30) business day period described above, and Lessor does not enter into a lease for the applicable ROFO Space within two (2) months following the date of the ROFO Offer, County shall once have a ROFO with respect to the applicable ROFO Space. Notwithstanding anything herein to the contrary, County’s ROFO is subject and subordinate only to the expansion rights of any tenant of the Building existing as of the Commencement Date of this Lease.

13. CONSTRUCTION (2.2 SA)

A. Improvement Allowance. – *Intentionally Omitted*

B. Completion Schedule. Lessor hereby agrees to complete, at Lessor’s expense, the alterations, repairs, and other work (the “Work”) in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit C. Lessor agrees to have the Premises substantially completed by February 28, 2025 (the “Scheduled Delivery Date”) and consistent with the dates outlined in the Estimated Work Schedule as shown in Schedule I of Exhibit C. The Parties also agree that Lessor shall commence the window coverings and flooring portions of the Work, as described in Exhibit C, on January 1, 2025, with the same Scheduled Delivery Date. As used in this Lease, “Substantial Completion” or “Substantially Completed” means that the Work shall have been completed in accordance with the provisions of this Lease, Exhibit C, and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work which have been issued in

connection with such Work, subject to any “punch list” items, if any. Upon Substantial Completion, Lessor shall send County a “**Work Acceptance Letter**,” attached hereto as Exhibit F. County shall approve and accept the Work by signing the Work Acceptance Letter, which may be subject to completion of items on a punch list, attached to the Work Acceptance Letter by County. County shall not be required to send back the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion. The “**Final Completion Date**” means Lessor’s completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list (if any). The determination of whether the Final Improvement Date has occurred will be made in County’s sole and reasonable discretion.

C. **County Remedies.** If the Final Improvement Date (as defined in Clause 13(B)) fails to occur on or prior to the Scheduled Delivery Date, other than as a result of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)), or a delay caused by County, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100.00) per day for the period from the Scheduled Delivery Date through the day prior to the Final Completion Date as liquidated damages. The Parties agree that this amount is a reasonable and fair assessment of the County’s damages in such a situation. Notwithstanding the foregoing, in the event that Lessor’s performance of the Work causes a material disruption in the ability of County to use the Premises for its intended purposes including failing to maintain a safe place of employment or any circumstances which require the County to vacate any substantial portion of the Premises, County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 28 (DEFAULTS AND REMEDIES)).

D. **Approvals.** All planning and architectural/design costs required to accomplish the Work shall be Lessor’s responsibility and shall be approved by HCA/Facilities Services Manager. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the HCA/Facilities Services Manager shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

E. **Punch List.** Upon Substantial Completion (as defined above) of the Work, Lessor shall request the HCA/Facilities Services Manager approval and acceptance of such Work, which approval will not be unreasonably withheld or delayed. Said approval shall be manifested by letter from the HCA/Facilities Services Manager (the Work Acceptance Letter) and may be subject to completion of items on a “punch list,” which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County’s sole and reasonable discretion.

In the event County’s approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within twenty-one (21) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within twenty-one (21) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of one hundred dollars (\$100.00) per day for the period from the Scheduled Delivery Date through the Final Completion Date or County shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any Rent payable.

F. **Project Management Oversight.** County may, at County’s option, select a project manager or construction manager, at County’s sole discretion, cost and expense, to assist in County’s oversight of the Work (the “**Project Manager**”). The Project Manager will represent the County’s best interest during the

construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 13(D) above.

G. **County Alterations to Work.** Although the Premises will be delivered to County on a “turnkey” basis, the Parties agree that should County make alterations or revisions to the Work, (“**County Alterations**”) and such County Alterations cause the cost of the Work to decrease, County will be entitled to a credit toward additional tenant improvements either concurrently with the Work, or as a credit toward future work which County may request of Lessor throughout the Lease Term. County will reimburse Lessor for the cost of any County Alterations that cause the cost of the Work to increase in accordance with Clause 17 (COUNTY-REQUESTED ALTERATIONS).

H. **Performance of Work.** Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 *et seq.*, if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

I. **Force Majeure Delay.** The occurrence of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.

14. PAINTING BY LESSOR (2.3 SA) – Intentionally Omitted

15. CARPETING BY LESSOR (2.4 SA) – Intentionally Omitted

16. ALTERATIONS (2.5 SA)

County may make improvements and changes in the Premises, including, but not limited to, the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the County in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by County shall be considered as personal property of County, as defined below in Clause 32 (COUNTY PROPERTY), who shall have the right, but not the obligation, to remove same. County agrees that the Premises shall be left in as good condition as when received, reasonable wear and tear exempted.

17. COUNTY-REQUESTED ALTERATIONS OR ADDITIONAL SERVICES (2.6 SA)

County through the Health Care Agency/Facilities Service Manager, may, during the Term of the Lease, request Lessor to make improvements and changes to the Premises (“**County-Requested Alterations**”) and Lessor shall not unreasonably withhold, condition or delay its consent to any such request. All plans and working drawings for such County-Requested Alterations, as well as the final work, shall be subject to the written approval of Lessor and the Health Care Agency/Facilities Service Manager.

Furthermore, County through the Health Care Agency/Facilities Service Manager, may, during the Term of the Lease request Lessor to provide Additional Services to the Premises. “**Additional Services**” are defined as any services and/or supplies requested by County to be provided by Lessor that are in addition to and outside the scope of the Services completed by Lessor as such are defined in Clause 19 (REPAIR, MAINTENANCE, AND JANITORIAL SERVICES), below, and which Lessor reasonably agrees to provide.

All such County-Requested Alterations and any Additional Services requested by County shall be made by Lessor, at Lessor’s sole cost, and reimbursed in a lump sum as Additional Rent by County upon receipt by County from Lessor of a written claim for such reimbursement.

County shall have the right to audit said claim and require additional reasonable supporting documentation from Lessor prior to making reimbursement payment. County shall evidence acceptance of such claim by written letter to Lessor. Once Lessor’s claim has been accepted by County as complete and adequate, the claim amount shall be reimbursed by County to Lessor at the same time as the next scheduled monthly Rent payment following the date of written acceptance of said claim.

Lessor agrees that any County-Requested Alterations being constructed by, or under the direction of Lessor in accordance with this Clause 17, shall be constructed in substantial compliance with County approved plans and to the extent applicable, in compliance with Federal, California, city and local laws, including but not limited to, the requirement of California Public Contract Code Section 22000, et seq., and shall require, to the extent applicable, its contractor or subcontractors to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

Following the written approval to let a contract for County-Requested Alterations in accordance with this Clause 17, Lessor shall, to the extent applicable, publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq. and shall provide County a list of all bids received for the contract. Thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such County-Requested Alterations. County’s approval of the bid shall be limited to the dollar value only, to ensure it is within County’s budget.

18. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (2.7 SA)

Lessor agrees that County may install, at County’s sole cost and expense, telecommunication devices in, on, or around the Premises and Building in accordance with the relevant and applicable County telecommunications network plans and specifications, provided that the provisions of Clause 16 (ALTERATIONS), shall be applicable to such work. It shall be County’s responsibility to obtain all governmental permits and/or approvals required for such installation; however, Lessor shall reasonably cooperate with County as necessary or appropriate, to obtain said permits and/or approvals. Additionally, County or County’s subcontractor has the right to enter the Premises and/or Building to maintain, repair or replace the County telecommunications network consistent with said contract between County and service provider. County may, in its discretion, remove any cabling, conveyance systems or cabling conduit installed

by County. When the Lease is terminated, County reserves all rights to remove, in its discretion, any such telecommunication improvements from the Premises and/or Building.

19. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (2.8 SA)

- A. **Lessor Services.** Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning (“HVAC”) system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital (the “Services”), and as may be set forth in Exhibit D, which is attached hereto and by reference made a part hereof. Upon request, Lessor shall provide County with a complete copy of the janitorial and any other contracts for Services of an ongoing nature. Any repairs or replacements performed by Lessor must be at least equal in quality and workmanship to the original work and be in accordance with all applicable laws and local permit regulations. The Services shall be made promptly to keep the Premises and the Building in the condition described in this Clause 19. Should Lessor default in its obligations under this clause, the County may exercise those remedies set forth in Clause 19(B) below.
- B. **County Remedies.** If Lessor fails to provide the Services within fifteen (15) days after HCA/Facilities Services Manager provides written notice thereof to Lessor specifying any such default and affording Lessor such fifteen (15) day period to complete the cure of such default, provided, however, that if the cure cannot reasonably be completed within such time period, Lessor shall be afforded an additional reasonable amount of time to complete the cure, as long as Lessor commences the cure within such time period and diligently pursues same to completion, without limiting any available remedy to County (including, but not limited to, County Remedies as defined in Clause 28 (DEFAULTS AND REMEDIES)), County may (upon written notice to Lessor and Lessor’s lender, to the extent contact information for such lender has been provided in writing to County), and, at its sole discretion, perform or arrange for the performance of such Services, and deduct the cost thereof plus an administrative charge of ten percent (10%) of the cost from any Rent payable without further notice; or in the event that Lessor fails to provide required Services to the Premises sixty (60) days after the 15-day written notice, above, to Lessor, Lessor shall be obligated to pay a penalty to County of five hundred dollars (\$500.00) per day until such Services are provided by Lessor.
- C. **Warranties.** Lessor shall initiate at purchase, and keep in force, all manufacturers’ warranties including extended warranties for all building equipment. When manufacturers’ warranties for the HVAC, roof and elevator expire, Lessor will contract with an industry standard maintenance company (“Vendor”) that specializes in the maintenance of such equipment (and for the roof) for regular and scheduled inspections as recommended by the manufacturer, and immediately authorize said Vendor to perform any and all recommended maintenance to the equipment and roof upon receipt of any inspection report. Lessor shall authorize Vendor(s) to provide County with copies of said report(s) upon County request. Should Lessor fail to comply with the provisions of this clause, County may exercise those remedies set forth in Clause 19(B) above.

In order for the County to comply with the California Code of Regulations, Title 8, Section 5142 (“**Regulation 5142**”), and as it may be subsequently amended, Lessor shall regularly inspect and

maintain the HVAC system as required by Regulation 5142 and provide repair and maintenance accordingly. Inspections and maintenance of the HVAC system shall be documented in writing and Lessor shall retain such records for at least five (5) years. Lessor shall make all HVAC records required by this section available to County for examination and copying, within forty-eight (48) hours of a written request. Lessor acknowledges that County may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should County incur fines and/or penalties as a direct result of Lessor's failure to provide said records to County in a timely manner and as set forth herein, Lessor shall reimburse County for said fines and/or penalties within thirty (30) days upon written notice. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the fine and/or penalty from any Rent payable without further notice.

- D. **HVAC System.** Air conditioning will be supplied to cause the temperature in the Premises and Building at a temperature consistent with other office buildings in Orange County, California, which are typically not less than 70° F nor greater than 75° F, during all Normal Business Hours as defined below in Clause 19(E).
- E. **Normal Business Hours.** County acknowledges that the HVAC services to the Building shall operate only from 7:00 a.m. to 6:00 p.m. Monday through Friday excluding governmental holidays ("Normal Business Hours"). A list of government holidays shall be provided to Lessor on a yearly basis upon request to County.

Notwithstanding the utilities provided during Normal Business Hours, Lessor shall provide HVAC services prior to the beginning of Normal Business Hours in order for the temperature parameters required by this Lease, above, to be met and maintained at the beginning and throughout Normal Business Hours. There shall be no extra utility charges for HVAC services prior to the beginning of Normal Business Hours.

- F. **Emergency Services.** If County requires same day emergency repairs and/or services ("Emergency Services") and Lessor cannot be contacted for such Emergency Services (as determined by the County), or the Emergency Services are necessary to remedy the emergency condition or to prevent imminent danger to persons or property, or if Lessor following such contact by County is unable or refuses to provide the necessary Emergency Services, County may have the necessary repairs made and/or provide Emergency Services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any Rent payable without further notice.
- G. **Operations Shutdown.** Should County be forced to completely shut down its operations within the Premises and/or Building due to Lessor's failure to provide Services or Emergency Services required by this Clause 19 for a period of twenty four (24) consecutive hours, excluding weekends and holidays, Lessor shall be responsible for the actual cost to County of such shutdown and for replacement premises as necessary due to such shutdown. Should County incur costs as a result of a shut down due to Lessor's failure to provide said Services and as set forth herein, Lessor shall reimburse County for said costs within thirty (30) days of written notice which shall include written documentation of said costs. Should Lessor fail to reimburse County within thirty (30) days, County may deduct the amount of the costs and/or replacement premises from any Rent payable without further notice.

20. UTILITIES (2.9 SA)

Lessor shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of County. Should Lessor fail to provide, or pay for

(prior to delinquency date), utility service to the Premises, County may provide such service and deduct the cost thereof, including overhead, from any Rent payable. Lessor shall be responsible for any other costs, taxes, and/or assessments not provided for in this clause.

Should County require HVAC services at times other than during Normal Business Hours as defined in Clause 19(E) above, County shall pay Lessor a reimbursement equal to fifty dollars (\$50.00) per hour for each hour HVAC services are used during times other than Normal Business Hours. Lessor shall provide County with a written statement of its monthly usage in the form of an invoice, which shall include a statement showing the date, time, location and duration of such usage, along with a summary of the County's monthly charges. County shall pay Lessor for excess usage with the following month's Rent.

21. INSURANCE (3.0 SA)

Commercial Property Insurance: Lessor shall obtain and keep in force during the term of this Lease a policy or policies of commercial property insurance written on ISO form CP 00 10 10 12, or a substitute form providing coverage at least as broad, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest.

Lessor agrees to and shall include in the policy or policies of commercial property insurance a standard waiver of the right of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees by the insurance company issuing said policy or policies. Lessor shall provide the County of Orange with a Certificate of Insurance as evidence of compliance with these requirements. Lessor shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this Lease and annually throughout the Term, as necessary to: insurance.ceore@ocgov.com

Commercial General Liability Insurance: Lessor shall obtain and keep in force during the term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall provide the following:

- A. 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* as an additional insured, or provide blanket coverage which will state, **AS REQUIRED BY WRITTEN AGREEMENT**;
- B. Shall provide a limit of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate; and
- C. 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).

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. Prior to the Commencement Date of this Lease and upon renewal of such policies, Lessor shall

submit to County a Certificate of Insurance and required endorsements as evidence that the foregoing policy or policies are in effect.

22. INDEMNIFICATION (3.1 SA)

Lessor hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by County, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the ownership, maintenance, or use of the Premises, except for liability arising out of the negligence of County, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom. In the event County is named as co-defendant, Lessor shall notify County of such fact and shall represent County, with counsel approved by County, in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event Lessor shall pay County's litigation costs, expenses and attorneys' fees. In the event judgment is entered against County and Lessor because of the concurrent negligence of County and Lessor, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

County hereby agrees to indemnify, hold harmless, and defend Lessor, its officers, agents, and employees, against any and all claims, loss, demands, damages, cost, expenses or liability arising out of the use of the Premises, except for liability arising out of the negligence of Lessor, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

23. TOXIC MATERIALS (3.2 SA)

County hereby warrants and represents that County will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). County shall be responsible for and shall indemnify and hold Lessor, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by County. If the storage, use, and disposal of Toxic Materials on the Premises by County results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, County shall promptly take any and all action necessary to clean up such contamination.

Likewise, Lessor hereby warrants and represents that Lessor has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by Lessor results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination (and such violation does not arise out of any acts or omissions of County, its agents, employees or contractors), Lessor shall promptly take any and all action necessary to clean up such contamination.

24. BUILDING AND SAFETY REQUIREMENTS (3.3 SA)

During the Term and Extension Term(s) of this Lease, Lessor, at Lessor's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended, including but not limited

to the California Building Code, Title 24, Seismic Code, Fire and Life Safety requirements and, if applicable, California Green Building Standard Code.

Included in this provision is compliance with the Americans with Disabilities Act (“ADA”) and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended and all regulations issued by the U. S. Attorney General or other agencies under the authorization of the ADA. However, Lessor shall not be responsible for any ADA violations resulting from alterations made by County or the placement of County’s furniture, fixtures or equipment by County.

Lessor shall use commercially reasonable efforts to repair and maintain the Premises as a “safe place of employment,” as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended. County agrees to notify Lessor of any repair or maintenance necessary within the Premises or Building to comply with such Act and Lessor agrees to diligently act to repair or maintain appropriately so long as such repair or maintenance of the Premises is a Lessor expense as defined in Clause 19(A) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES) above. In the event that such repair or maintenance is necessary and is the result of County negligence, provided that County approves a work order with associated expense estimate, Lessor agrees to perform such repair or maintenance and County agrees to reimburse Lessor within thirty (30) days.

In the event Lessor neglects, fails, or refuses to maintain said Premises as aforesaid, following thirty (30) days after written notice from County to Lessor providing notice of such neglect or failure or refusal County may, notwithstanding any other termination provisions contained herein:

A. Thirty (30) days following a second written notice of such neglect or failure or refusal, County may terminate this Lease with written notice to the Lessor; or

B. At County’s sole option, cure any such default by performance of any act, including payment of money, and subtract the cost thereof plus reasonable administrative costs (ten percent (10%) from the Rent.

Lessor agrees to reimburse and indemnify, and defend County for any expenses incurred because of the failure of the Premises to conform with any and all applicable laws, rules, regulations, building codes, statutes, and orders, including the costs of making any alterations, renovations, or accommodations required by the ADA, or any governmental enforcement agency, or any court, any and all fines, civil penalties, and damages awarded against County resulting from a violation or violations of the above-cited laws, rules, regulations, building codes, statutes, and orders and regulations, and all reasonable legal expenses incurred in defending claims made under the above-referenced laws, rules, regulations, building codes, statutes, and orders, including reasonable attorneys’ fees. Should Lessor fail to comply with the provisions of this Clause, the County may also exercise those remedies set forth in Clause 19(B) (REPAIR MAINTENANCE, AND JANITORIAL SERVICES).

25. ASSIGNMENT AND SUBLETTING (3.4 SA)

A. **General.** County shall not assign this Lease or sublet the Premises in whole or in part without Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County’s request to assign this Lease or sublet all or any portion of the Premises within

fifteen (15) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In any event, County may sublease up to twenty percent (20%) of the Premises without obtaining Lessor's prior written consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request.

- B. Justifications for Withholding Consent.** By way of example and not limitation, Lessor shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Lessor's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for Lessor to withhold its consent on the basis that there is vacancy in the Building or based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with Lessor to lease space at the Building.
- C. Excess Profit.** If County shall make any assignment or sublease, with Lessor's consent, for a rental in excess of the rent payable under this Lease, Lessor shall not be entitled to any of such excess which shall be held by County.

26. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (3.5 SA)

This Lease and all rights of the County hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of Lessor therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as County is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of County.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, County shall attorn to and recognize any subsequent title holder as the Lessor under all terms, covenants and conditions of this Lease. County's possession of the Premises shall not be disturbed by the Lessor, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of Lessor under this Lease.

Notwithstanding the above, Lessor shall obtain and deliver to County a *Subordination, Attornment and Non-Disturbance Agreement* from Lessor's Lender (consistent with the form attached hereto in Exhibit E), within thirty (30) days of the date of full execution of this Lease. Lessor shall require all future lenders on the Premises, upon initiation of their interest in the Premises or within a reasonable time thereafter, to enter into a *Subordination, Attornment and Non-Disturbance Agreement* with County, thereby insuring County of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* or in a form approved by the HCA/Facilities Services Manager, the Chief Real Estate Officer and County Counsel. Accordingly, notwithstanding anything to the contrary herein, County's obligation to enter into an agreement to subordinate its interest under this Lease to a lien or ground lease not in existence as of the date of this Lease shall be conditioned upon the holder of such lien, or a ground Lessor, as applicable, confirming in writing and

substantially in the form of County's standard form *Subordination, Attornment and Non-Disturbance Agreement* that County's leasehold interest hereunder shall not be disturbed so long as no County Default exists under this Lease.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the Lessor under the terms of this Lease.

Upon default by Lessor of any note or deed of trust, County may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

27. ESTOPPEL CERTIFICATE (3.6 SA)

County agrees that the HCA/Facilities Services Manager shall furnish upon receipt of a written request from Lessor or the holder of any deed of trust or mortgage covering the Premises or any interest of Lessor therein ("**Lessor Representative**"), County's standard form *Estoppel Certificate* (consistent with the form attached hereto in Exhibit E) containing information as to the current status of the Lease. Said standard form *Estoppel Certificate* shall be completed by County in a timely manner, shall be approved by Chief Real Estate Officer and County Counsel.

28. DEFAULTS AND REMEDIES (3.7 SA)

A. County Default:

County shall be deemed in default of this Lease if: a) in the event of any monetary breach of this Lease by County, Lessor shall notify County in writing of such breach, and County shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, County fails within fifteen (15) days after receipt by County of written notice specifying wherein such obligation of County has not been performed; provided however, that if the nature of County's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then County shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**County Default**").

B. Lessor Default:

Lessor shall be deemed in breach of this Lease if: a) in the event of any monetary breach of this Lease by Lessor, County shall notify Lessor in writing of such breach, and Lessor shall have ten (10) days from such notice in which to cure said breach or b) in the event of any non-monetary breach of this Lease, Lessor fails within fifteen (15) days after receipt by Lessor of written notice specifying wherein such obligation of Lessor has not been performed; provided however, that if the nature of Lessor's obligation is such that more than fifteen (15) days after such notice are reasonably required for its performance, then Lessor shall not be in breach of this Lease if performance is commenced as soon as reasonably possible within such fifteen (15) day period and thereafter diligently pursued to completion (each, a "**Lessor Default**").

C. County Remedies:

If the Lessor Default is a result of a monetary breach by Lessor in the payment of any amounts due hereunder, County may withhold such amount from the next scheduled Rent payment. County's remedies as the result of Lessor Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

D. Lessor Remedies:

If the County Default is a result of a monetary breach by County in the payment of the Rent, pursuant to Clause 9 (RENT), Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of this Lease. Lessor's remedies as the result of County Default for monetary or non-monetary breach shall be the right to damages, injunctive relief, and/or any other rights at law or in equity.

29. LABOR CODE COMPLIANCE (3.8 SA)

Lessor acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the Term of this Lease or any such future improvements or modifications performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Lessor shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. Lessor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for County within the Premises. Lessor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, Lessor shall maintain payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request, Lessor shall provide the HCA/Facilities Services Manager updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Lessor to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.

30. RIGHT TO WORK AND MINIMUM WAGE LAWS (3.9 SA)

In accordance with the United States Immigration Reform and Control Act of 1986, Lessor shall require its employees that directly or indirectly service the Premises or this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Lessor shall also require and verify that its

contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Lessor shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Lessor shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Lessor also pay their employees no less than the greater of the Federal or California Minimum Wage.

Lessor shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

Notwithstanding the minimum wage requirements provided for in this clause, Lessor, where applicable, shall comply with the prevailing wage and related requirements, as provided for in Clause 29 (LABOR CODE COMPLIANCE) of this Lease.

31. DEBT LIMIT (4.0 SA)

Lessor acknowledges and agrees that the obligation of the County to pay rent under this Lease is contingent upon the availability of County funds which are appropriated or allocated by the County's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the County hereunder, Lessor may declare all rent payments to the end of County's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Lessor be entitled to a remedy of acceleration of the total rent payments due over the Term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. Lessor acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, Lessor may have other rights or civil remedies to seek relief due to the County's Default under the Lease.

32. COUNTY PROPERTY (4.1 SA)

All trade fixtures, merchandise, inventory, telecommunications equipment, supplemental air conditioning equipment and all personal property placed in or about the Premises by, at the direction of or with the consent (express or implied) of the County, its employees, agents, licensees or invitees, shall be at the sole risk of the County, and Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever unless such loss or damage is the result of Lessor's negligence or willful misconduct and not otherwise waived pursuant to Clause 33 (LESSOR'S RIGHT OF ENTRY) below. Lessor hereby waives any and all lien rights, whether statutory or common law or established pursuant to this Lease, that Lessor may have as "landlord" with respect to any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property of County presently or which may hereafter be situated within the Premises.

33. LESSOR'S RIGHT OF ENTRY (4.2 SA)

Upon reasonable verbal notice (which shall not be less than forty-eight (48) hours) to County (except in an emergency [which shall mean immediate risk of injury to person or property] in which case no notice shall be required, provided that Lessor shall first call County) and in the presence of County, Lessor, its agents, employees and contractors and any mortgagee of the Premises shall have the right to enter the Premises during

regular business hours (a) to inspect the Premises; (b) to exhibit the Premises to prospective tenants during the last six (6) months of Term or any Extension Term, as applicable, or any time County is in material default hereunder, or purchasers of the Premises; (c) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises; and (d) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

34. SIGNAGE (4.3 SA)

Lessor agrees to allow County to install and maintain any sign or display upon or in front of the Premises and/or Building. Such signage shall comply with all applicable laws and zoning and site plan requirements.

35. AUTHORITY (4.4 SA)

The persons executing the Lease below on behalf of County or Lessor warrant that they have the power and authority to bind County or Lessor to this Lease.

36. LEASE ORGANIZATION (4.5 SA)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

37. SUCCESSORS IN INTEREST (4.6 SA)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

38. AMENDMENT (4.7 N)

Any modification to this Lease must be in the form of a written amendment.

39. PARTIAL INVALIDITY (4.8 SA)

If any term, covenant, condition, or provision of this Lease 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.

40. WAIVER OF RIGHTS (4.9 SA)

The failure of Lessor or County to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that Lessor or County may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

41. HOLDING OVER (5.0 SA)

In the event County shall continue in possession of the Premises after the Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

42. EARTHQUAKE SAFETY (5.1 SA)

Lessor hereby confirms that to the best of Lessor's knowledge, the Premises was in compliance with all applicable seismic safety regulations and building codes at the time of construction.

43. QUIET ENJOYMENT (5.2 SA)

Lessor agrees that, subject to the terms, covenants and conditions of this Lease, County may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

44. ADMINISTRATIVE COSTS (5.3 SA)

Lessor shall compensate County for the administrative costs absorbed by County which occur as a result of negotiating and administering documents (i.e., Non-Disturbance and Attornment Agreements and Estoppel Certificates) ninety (90) days after the commencement of this Lease if required to satisfy Lessor's Lender whether or not said Lender decides to grant a loan to Lessor. Said compensation amount shall be determined by multiplying the hourly rate of the HCA/Facilities Services Manager staff by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to County within thirty (30) days of Lessor's receipt of County's invoice for said administrative services. Should Lessor fail to compensate County within said thirty (30) days, County has the option to deduct the amount from Rent payable.

45. GOVERNING LAW AND VENUE (5.4 SA)

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. 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.

46. ATTORNEYS' FEES (5.5 SA)

In the event of a dispute between Lessor and County concerning claims arising out of this Lease, or in any action or proceeding brought to enforce or interpret any provision of this Lease or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

47. TIME (5.6 SA)

Time is of the essence of this Lease.

48. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.7 SA)

In accordance with California Civil Code 1938(e), "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the

time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

Pursuant to California Civil Code 1938, Lessor hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. However, if it is determined that a violation of handicapped access laws (including the Americans with Disabilities Act) existed at the Premises as of the Commencement Date, Lessor shall correct such non-compliance at Lessor’s cost.

49. FORCE MAJEURE (5.8 SA)

For purposes of this Lease, the term “**Force Majeure**” means any of the following events which are beyond the control of either Party: act of God, unavailability of equipment or materials (but only if such equipment and materials were ordered in a timely fashion), enemy or terrorist act, act of war, riot or civil commotion, strike, lockout or other labor disturbance, fire, earthquake, explosion, governmental delays (including nonstandard delays in issuance of any permit or other necessary governmental approval or the scheduling of any inspections or tests), nonstandard delays by third party utility providers, or any other matter of any kind or character beyond the reasonable control of the Party delayed or failing to perform under this Lease despite such Party’s best efforts to fulfill the obligation. “**Best Efforts**” includes anticipating any potential force majeure event and addressing the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay to the greatest extent possible. Force Majeure shall not include inability to obtain financing or other lack of funds. Lessor and County shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by Force Majeure.

50. CONDEMNATION (5.9 SA)

If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, “**Condemnation**”), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If all or a material portion of the rentable area of the Premises are taken by Condemnation, County may, at County’s option, to be exercised in writing within ten (10) days after Lessor shall have given County written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessor shall also have the right to terminate this Lease if there is a taking by Condemnation of any portion of the Building or property which would have a material adverse effect on Lessor’s ability to profitably operate the remainder of the Building. If neither Party terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken or for severance damages.

51. CONSENT OR APPROVAL (6.0 SA)

Unless expressly stated otherwise, where the consent or approval of a Party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed.

52. UNENFORCEABLE PROVISIONS (6.1 SA)

If any paragraph or clause hereof shall be determined illegal, invalid or unenforceable, it is the express intention of the Parties hereto that the remainder of the Lease shall not be affected thereby, and it is also the express intentions of the Parties hereto that in lieu of each paragraph or clause of this Lease which may be determined to be illegal, invalid or unenforceable, there may be added as a part of this Lease a paragraph or clause as similar in terms to such illegal or invalid or unenforceable paragraph or clause as may be possible and may be legal, valid and enforceable.

53. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (6.2 SA)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of Force Majeure as defined above in Clause 49 (FORCE MAJEURE), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

54. STATE AUDIT (6.3 SA)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars (\$10,000), Lessor shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by County to Lessor under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

55. DESTRUCTION OF OR DAMAGE TO PREMISES (6.4 SA)

“Partial Destruction” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than twenty-five percent (25%) of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

“Total Destruction” of the Premises shall mean damage or destruction to the Premises, for which the repair cost is twenty-five percent (25%) or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, Lessor shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by Lessor, at Lessor’s sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by County. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by County under the Lease shall be abated in proportion to the extent County’s use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should Lessor fail to complete necessary repairs, for any reason, within sixty (60) days, or other time frame as may be authorized by County, County may, at County’s sole option, terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and Lessor shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including

replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by County shall be abated until complete restoration of the Premises is accepted by County. In the event Lessor refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by County, County may, at County's sole option, terminate this Lease or complete the restoration and deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

Further, Lessor, at County's request and subject to availability, shall provide a suitable, County-approved temporary facility ("Facility") for County's use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short-term lease, for which the County will reimburse Lessor the cost thereof, on a monthly basis.

56. SECURITY SERVICES (6.5 SA)

During the Term (as the same may be extended), County may, at its sole cost and expense, engage its own security personnel to provide security to the Premises and to County's employees, personnel, agents, licensees and/or invitees going to and from the Premises. Such security personnel shall be solely for the benefit of County and shall not be relied on by Lessor. County shall indemnify, defend and hold Lessor harmless from any third-party claim (including reasonable legal defense costs) arising from or in connection with County's security personnel being present at the Premises or Building.

57. COMMISSION (6.6 SA)

County's obligations and responsibilities under this Lease are contingent upon the Lessor paying to County's broker, Jones Lang LaSalle, a commission as a result of this lease transaction. Said commission shall be paid to Jones Lang LaSalle within thirty (30) working days after execution of this Lease by County consistent with a separate agreement between Lessor and Jones Lang LaSalle.

Should Jones Lang La Salle not receive the above amount within the specified time period, County may terminate this Lease without further obligation to Lessor or County may deduct any unpaid amount from future Rent.

58. NOTICES (6.7 SA)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

TO: LESSOR

Beach HPY, LLC
c/o Kim and Casey Property Management
3055 Wilshire Blvd., Suite 710
Los Angeles, CA 90010

TO: COUNTY

County of Orange
Health Care Agency
Management Services
405 W. 5th Street
Santa Ana, CA 92701
Attn: Director, Administrative Services

With a copy to:

County of Orange, CEO Real Estate
400 West Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attention: Chief Real Estate Officer

In regards to insurance, Lessor shall ensure that any and all insurance related mail includes the Lease number and project name and Lessor shall mail all insurance certificates and insurance related correspondence to: insurance.ceore@ocgov.com.

59. ATTACHMENTS (6.8 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

- Exhibit A - Description of Premises
- Exhibit B - Depiction of Premises
- Exhibit C -The Work, County Improvements and Performance Specifications
- Exhibit D - Janitorial Specifications
- Exhibit E - Form of Subordination, Attornment and Non-Disturbance Agreement and Estoppel Certificate
- Exhibit F - Work Acceptance Letter

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This Lease may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: Lauren Kramer
Deputy

RECOMMENDED FOR APPROVAL: Type text here

Health Care Agency

By: DocuSigned by:
Anna Peters, Chief of Administration and Finance
F5E0D8BCEB4742B
Director of Administration

COUNTY EXECUTIVE OFFICE

By: [Signature]
Real Estate Manager

LESSOR

MSPN, LLC

By: _____



Noel Hyun, Manager

LESSOR

ROYAL BP, LLC

By: 

Grace Hayyoung Park, Managing Member

LESSOR

FORTUANATOS, LLC

By: _____



Sunee Yoo, Managing Member

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:

COUNTY

COUNTY OF ORANGE

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

Chairman of the Board of Supervisors
Orange County, California

EXHIBIT A

DESCRIPTION OF PREMISES

PROJECT NO: CEO/ALS/HCA-06-008 HCA/WIC
PROJECT: 6301 Beach Boulevard, Suite 103

DATE: 9/8/23
VERIFIED BY: Laurel Tippet

All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being. All the Premises shown crosshatched on a plot plan marked Exhibit B, attached hereto and made a part hereof, being a portion of first floor of that certain three (3) story building located at 6301 Beach Boulevard, in the City of Buena Park, County of Orange, State of California, together with non-exclusive use of thirteen (13) parking spaces in the parking areas shown on Exhibit B.

NOT TO BE RECORDED

EXHIBIT B
DEPICTION OF PREMISES

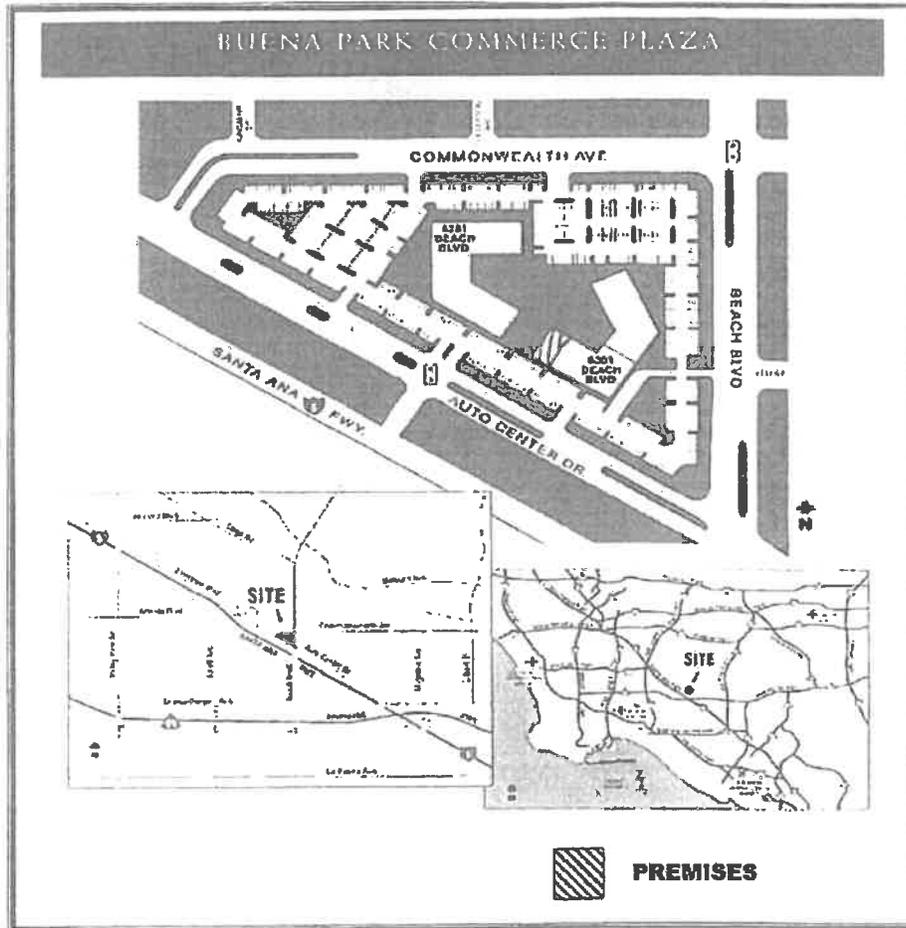


EXHIBIT C

**THE WORK
COUNTY IMPROVEMENTS AND PERFORMANCE SPECIFICATIONS**

SECTION 1. – LESSOR’S WORK

Lessor, at Lessor’s sole cost and expense, shall complete the following improvements:

1. **Window Coverings:** Existing Mini blinds to be removed and replaced with Mecho shades throughout Premises. **This work shall begin as of 1/1/25.**
2. **Flooring:** Replace existing carpeted areas with new carpet tiles. Replace VCT tile with LVT throughout the space (mainly reception area and offices). **This work shall begin as of 1/1/25.**
3. **Doors:** Replace existing hardware with door handles with locking mechanisms.
4. **Reception:** Modify transaction counter. Reduce the height of transaction counter in the reception area.

SECTION 2. - MISCELLANEOUS

2.1 **Freight Elevators.** Lessor shall make the freight elevator (if applicable) reasonably available to County in connection with initial decorating, furnishing and moving into the Premises, if applicable.

2.2 **County’s Representative.** County has designated Director of Administrative Services, HCA/Facilities Manager as its sole representative with respect to the Work as described in this Exhibit C, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in the Work.

2.3 **Lessor’s Representative.** Lessor has designated Mike Yoo as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Work Letter.

2.4 **Time of the Essence.** Unless otherwise indicated, all references herein to a number of days shall mean and refer to calendar days. In all instances where County is required to approve or deliver an item, if no written notice of approval is given or the item is not delivered within the stated time period, at Lessor’s sole option, at the end of such period the item shall automatically be deemed approved or delivered by County and the next succeeding time period shall commence.

2.5 **Cooperation by County.** County acknowledges that the timing of the completion of the Work is of the utmost importance to Lessor. Accordingly, County hereby agrees to fully and diligently cooperate with all reasonable requests by Lessor in connection with or related to the design and construction of the Work, and in connection therewith, shall respond to Lessor’s requests for information and/or approvals, except as specifically set forth herein to the contrary, within seven (7) business days following request by Lessor.

SCHEDULE 1 TO WORK LETTER

Estimated Work Schedule

Mutual Lease Execution	December 19, 2023
Work to Commence on Doors and Reception Area	January 1, 2024 (4-week completion timeframe)
Work to Commence on Flooring and Window Coverings	January 1, 2025 (4-week completion timeframe)
Substantial Completion Date	February 28, 2025

EXHIBIT D

JANITORIAL SPECIFICATIONS

It is the intent of this Exhibit to provide general guidelines for minimum janitorial service. Any absence of a specific janitorial service from this Exhibit does not relieve Lessor of the obligation to provide such service should it become necessary. Janitorial service as required in Clause 19.A (Lessor Services) (REPAIR, MAINTENANCE AND JANITORIAL SERVICES), of this Lease, shall be inclusive of, but not limited to, the services as detailed below:

OFFICE AREAS

NIGHTLY: Sunday through Thursday (County Holidays excepted).

1. Empty and clean all waste receptacles, supply liners for waste receptacles, replace light bulbs and fluorescent tubes, remove waste materials from the Premises and wash receptacles as necessary;
2. Mop all uncarpeted areas;
3. Vacuum all carpeted areas in offices, lobby and corridors;
4. Hand-dust all office furniture, fixtures and all other horizontal surfaces (no more than twice per week);
5. Remove all finger marks and smudges from doors, door frames, around light switches, private entry glass and partitions;
6. Wash, clean and polish water fountain;
7. Spot clean carpet as necessary;
8. Clean sink and wipe down tables and counter areas in all break areas and coffee bars and provide materials and fill all soap and paper towel dispensers.

WEEKLY:

1. Wipe clean and polish all metal and bright work;
2. Mop and polish all resilient flooring;
3. Dust in place all picture frames, charts, graphs, and similar wall hangings;
4. Spot-clean all wall marks;
5. Sweep all sidewalks and ramps.

MONTHLY:

1. Dust all mini-blinds within the Premises;
2. Vacuum high moldings and other areas not reached by nightly or weekly cleaning.

QUARTERLY:

1. Scrub and buff uncarpeted floors.

SEMI-ANNUALLY:

1. Clean ceiling light diffusers;
2. Clean interior walls, as needed;
3. All interior windows of the building are to be cleaned once per annum and all exterior windows of the building are to be cleaned semi-annually.

RESTROOMS

NIGHTLY:

1. Clean and damp-mop floors;
2. Wash all mirrors, bright work and enameled surfaces;

3. Wash and sanitize all basins, bowls, urinals, and toilet seats;
4. Dust, clean, and wash where necessary, all partitions, tile walls, dispensers, and receptacles;
5. Empty and sanitize all receptacles and sanitary napkin disposals;
6. Provide materials and fill all toilet tissue, towels, seat covers, sanitary napkin, and soap dispensers.

MONTHLY:

1. Machine strip restroom floors and apply finish/sealer where applicable (quarterly, not monthly);
2. Wash all partitions, tile walls, and enamel surfaces;
3. Vacuum all louvers, vents, and dust light fixtures.

MISCELLANEOUS SERVICES

1. Maintain building lobby, corridors, and other public areas in a clean condition;
2. Parking lot is to be cleaned on a monthly basis;
3. Scrub and buff uncarpeted floors as needed (estimated one time per quarter).

SUSTAINABILITY

County seeks to promote sustainability principles into its business operation by promoting responsible use of materials and equipment and encourages Lessor to adopt a similar business philosophy in maintaining the Premises. Some possible sustainability concepts and practices Lessor may promote in its sustainability plan include, but is not limited to the following:

1. Utilizing green suppliers/vendors
2. Recycling and resource recovery
3. Identify and utilize energy efficient products
4. Cost and value appropriately sustainability options

EXHIBIT E

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS IS A SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT, made _____, 20____, by and between the County of Orange ("County") and _____ ("Lender").

A. By lease dated _____, ("Lease"), _____ ("Lessor") leased to County and County leased from Lessor those certain Premises described as 6301 Beach Boulevard, Suite 103, Buena Park, California.

B. Lender is the holder or about to become the holder of a mortgage or Deed of Trust ("Note") which constitutes or will constitute a lien against the Premises leased by County pursuant to the aforesaid Lease.

C. Lender has requested that County execute a Subordination, Attornment and Non-Disturbance Agreement in accordance with the terms of the Lease.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Subject to the terms and conditions of the Lease, all rights of County thereunder are or shall become subordinate to the Note and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

2. In the event that Lender succeeds to the interest of Lessor under the Lease, by reason of foreclosure of the Note, by other proceedings brought to enforce any rights of Lender under the Note, by deed in lieu of foreclosure, or by any other method, County shall promptly attorn to Lender under all of the terms, covenants, and conditions of the Lease for the balance of the then-current term (and any extension or renewals thereof which may be effective in accordance with any option therefor contained in the Lease), with the same force and effect as if Lender were the Lessor under the Lease. Lender or its successors in interest shall not disturb the interests of County under said Lease, but shall allow said interests to continue in full force and effect for the balance of the then-current term and any extension available to County which may be provided in accordance with the Lease. Said attornment shall be effective and self-operative immediately upon Lender's succession to the interest of Lessor under the Lease.

3. This agreement may not be modified orally or in any manner other than by written agreement signed by the parties hereto or their respective successors or assigns. All of the terms, covenants, and conditions herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

COUNTY:

By: _____ Date: _____

Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per Resolution No. 98-75 and Minute Order 3/10/1998
of the Board of Supervisors

APPROVAL AS TO FORM

County Counsel

By: _____ Date: _____

Deputy

Project/Parcel No.:

LT: 7/20/2023
Health Care Agency

LENDER:

(Lender Name, same as above)

By: _____

Name: _____
(Print)

Title: _____

Project Name:

ESTOPPEL CERTIFICATE

TO:

As of the date of this Estoppel Certificate the undersigned, as a "tenant" under that lease dated _____, between _____ ("Lessor") and the County of Orange, a political subdivision of the State of California ("County"), does hereby acknowledge the following:

1. The aforesaid lease, subject to article 2 below, constitutes the entire agreement between Lessor and County and is in full force and effect.
2. (Check One)
 - The aforesaid lease has not been modified, altered, or amended.
 - The aforesaid lease has been modified pursuant to that document(s) attached hereto.
3. The term of the lease is _____ years. The lease commenced on _____ and will expire on _____.
4. The term of the lease is subject to County's option to terminate/extend as follows:

5. The lease rental rate is \$ _____ per month, no rent has been paid in advance except as set forth in the lease, and County (in its capacity as "tenant," and not as a governmental agency) has received no notice of a prior assignment, hypothecation, or pledge of the lease from Lessor.
6. County has accepted and is now in possession of the leased premises.
7. The addresses for notices to be sent to County are set forth in Clause _____ (_____) of the lease.
8. County has no charge, lien, or claim of offset under this lease against rents or other charges due or to become due and, to the actual knowledge of County, Lessor is not now in default under the lease.

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

COUNTY
COUNTY OF ORANGE

By _____
Deputy

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office/Real Estate

Date: _____

Certificate Date: _____

EXHIBIT F

WORK ACCEPTANCE LETTER

RE: Premises Located at 6301 Beach Boulevard, Suite 103.

Lessor and County, without limiting any of County’s rights and remedies expressly set forth in Exhibit C and this Lease or Lessor’s obligations thereunder regarding completion of Lessor’s Work in accordance with Clause 13 (CONSTRUCTION), agree and acknowledge that:

Check all that apply:

<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE, COUNTY ACCEPTS POSSESSION OF THE PREMISES (WITH NO PUNCH LIST ITEMS):</p> <p>The Work to the Premises constructed by Lessor has been completed and accepted by County without any outstanding punch list items. The Premises are in acceptable condition and Lessor delivered in compliance with all of the requirements contained in <u>Exhibit C</u> and Clause 13 (CONSTRUCTION) of the Lease.</p>
<input type="checkbox"/>	<p>LESSOR WORK <u>IS</u> COMPLETE WITH PUNCH LIST ITEMS OUTSTANDING, COUNTY ACCEPTS POSSESSION OF THE PREMISES:</p> <p>The Work to the Premises constructed by Lessor has been SUBSTANTIALLY COMPLETED and accepted by County WITH THE EXCEPTION OF THE FOLLOWING OUTSTANDING PUNCH LIST ITEMS (see itemized list below).</p> <p>Lessor has twenty-one (21) days following receipt of this Work Acceptance Letter to complete all punch list items.</p> <p>Punch List Items Remaining of The Work: (Attach additional pages if necessary)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

	Anticipated Punch List Completion Date: _____
<input type="checkbox"/>	LESSOR WORK IS <u>NOT</u> COMPLETE, COUNTY REJECTS POSSESSION OF THE PREMISES: Lessor has not completed the Work per the requirements defined in the Lease specifically in Clause 13 (CONSTRUCTION) and <u>Exhibit C</u> .

The information set forth in this Acknowledgment is true and correct as of the date hereof. This Acknowledgment shall be binding on the Parties and upon the successors and assigns of County.

Lessor:	County/ HCA Facilities Service Manager:
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment B

Real Property Acquisition Questionnaire* for ASR

(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that 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 acquisition (fee, lease, license, easement)?

6301 Beach Boulevard, Buena Park, CA 90621

- a) Why is this property being considered for acquisition? *Due to continued need to provide services at this site.*
- b) How and who identified this property for a potential acquisition? *CEO/Real Estate and Health Care Agency agreed this is the best site option at this time.*
- c) What factors are key in recommending this property for acquisition? *Price, location and continuity of service.*
- d) How does the proposed acquisition fit into the County's/District's strategic or general plan? *Providing a convenient location for customer access to services the Health Care Agency provides is a general need for the County.*
- e) What are the short and long term anticipated uses of the property? *Health Care Agency will continue to use the property for its Buena Park office providing Women, Infant & Children's (WIC) program benefits to those who are eligible.*
- f) Are there any limitations on the use of the property for its intended purposes? *There are no use restrictions.*
2. What analysis has been performed as to whether to acquire the proposed real property interest? *This is an amended and restated lease.*
- a) Have there been any internally or externally prepared reports regarding this property acquisition?
a) *A market rate analysis was completed.*
- b) Who performed the analysis? *Jones Lang La Salle (JLL)*
- c) Provide details about the analysis and cost/benefit comparison. *Due to the success of the current location, and cost of tenant improvements and relocation costs, other locations were not considered viable alternatives.*
3. How was the acquisition price, or lease/license rent, determined? *Real estate lease market data was used in negotiations to arrive at the agreed upon rental rate.*
- a) Who performed the appraisal or market study and what certifications do they possess? *CEO/Real Estate and JLL, utilizing market data obtained through CoStar.*
- b) How does the price/rent compare with comparable properties? *The rental rate is at/below current market for the city of Buena Park.*
- 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? *The Lessor is responsible for all interior and exterior maintenance.*
- e) Provide an estimate of the costs to the County/District if applicable. *The County is not responsible for maintenance costs.*
4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? *None*
- a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? *N/A*

Attachment B

- b) Include estimates of the costs. [N/A](#)
- c) What department will be responsible for the costs? [N/A](#)
5. Can the County terminate the purchase/easement, lease/license? [Yes](#)
6. What would be necessary to terminate the agreement, and when can it be terminated? [County can terminate this Lease at any time after the fifth \(5th\) year of the Lease Term by giving at least 60 days prior to termination.](#)
- d) Are there penalties to terminate the purchase/easement, or lease/license? [N/A](#)
7. What department will be responsible for the acquisition payments? [Health Care Agency](#)
- e) Are the acquisition costs budgeted in the department's budget? [yes](#)
- f) What fund number will the funds for the acquisition ultimately be drawn from? [100% Fed Funded-Woman, Infants and Children \(WIC\) \(100%\)](#)
- g) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) [No](#)
- h) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? [N/A](#)
8. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? [Yes](#)
- i) List any modified clauses and reasons for modification.

[38. Amendment– Any modification to this Lease must be in the form of a written amendment.](#)

9. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease (see details below)? [Operating 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 that 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 the County by the end of the term.
- ii) Lease contains an option 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.

Attachment C

CEO/ALS/HCA-06-008
HCA/WIC

SUMMARY OF LEASE

LESSOR

MSPN, LLC, ROYAL BP, LLC AND FORTUNATOS, LLC, California limited liability companies (successor-in-interest to MS-BEACH BLVD BUENA PARK, LLC)
c/o Kim and Casey Property Management
3055 Wilshire Blvd., Suite 710
Los Angeles, CA 90010

LESSEE

County of Orange (Health Care Agency)

LOCATION

6301 Beach Boulevard, Ste 103, Buena Park

PREMISES

2,691 square feet of air-conditioned office space on the ground floor of a three-story building. The space has its own private entrance located in the rear of the building with access to the parking lot.

USE:

Health Care Agency/Public Health Services/Women, Infant & Children Program providing supplemental food, nutrition education and breastfeeding support programs.

PARKING

COUNTY is provided the use of thirteen (13) parking spaces, consisting of exclusive use of five (5) parking spaces (two (2) of which will be located directly in front of the Premises and will be labeled for "Expecting Mothers") and non-exclusive use of eight (8) parking spaces, without additional charge.

TERM

The term of this LEASE shall be ten (10) years, commencing on January 1, 2024 and continuing in effect until December 31, 2033, unless sooner terminated consistent with the terms of this Lease including Clause 8 (OPTION TO TERMINATE LEASE).

OPTION TO EXTEND

The COUNTY has the option to extend the term of this Lease for one (1) five (5) year period on the same terms and conditions. County shall have the option to extend the term (the "Option") of this Lease for one (1) five (5) year period ("Extension Term") exercised by the Chief Real Estate Officer and memorialized in an amendment executed by the Chief Real Estate Officer, on behalf of the County, and Lessor, for any or all of the space then under lease by County in the Building. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below and shall not exceed fair market value at the time of the renewal notice. County

Attachment C

CEO/ALS/HCA-06-008
HCA/WIC

shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no sooner than twelve (12) months and no later than nine (9) months prior to the Lease termination date.

OPTION TO TERMINATE

COUNTY has the option to terminate this Lease at anytime after the fifth (5th) year of the Lease Term upon providing LESSOR written notice at least sixty days (60) prior to said termination date.

RENT

\$6,727.50 per month
\$2.50 per square foot

RENT ADJUSTMENTS

The Lease is subject to rent adjustments based on the following schedule.

<u>Period</u>	<u>Rent</u>	<u>Per Square Foot</u>
<u>1/1/24 – 12/31/24</u>	<u>\$6,727.50</u>	<u>\$2.50</u>
<u>1/1/25 – 12/31/25</u>	<u>\$6,929.33</u>	<u>\$2.58</u>
<u>1/1/26 – 12/31/26</u>	<u>\$7,137.20</u>	<u>\$2.65</u>
<u>1/1/27 – 12/31/27</u>	<u>\$7,351.32</u>	<u>\$2.73</u>
<u>1/1/28 – 12/31/28</u>	<u>\$7,571.86</u>	<u>\$2.81</u>
<u>1/1/29 – 12/31/29</u>	<u>\$7,799.02</u>	<u>\$2.90</u>
<u>1/1/30 – 12/31/30</u>	<u>\$8,032.99</u>	<u>\$2.99</u>
<u>1/1/31 – 12/31/31</u>	<u>\$8,273.98</u>	<u>\$3.07</u>
<u>1/1/32 – 12/31/32</u>	<u>\$8,522.20</u>	<u>\$3.17</u>

TENANT IMPROVEMENTS

Work to Commence on Doors and Reception Area	January 1, 2024 (4-week completion timeframe)
Work to Commence on Flooring and Window Coverings	January 1, 2025 (4-week completion timeframe)
Substantial Completion Date	February 28, 2025

INSURANCE

LESSOR shall provide:

General Comprehensive Liability Insurance	\$1,000,000 per occurrence
	\$2,000,000 aggregate

SERVICES PROVIDED BY LESSOR

- Interior and exterior maintenance
- Janitorial services on a 5-day a week basis
- Utilities exclusive of telephone
- Liability Insurance
- Taxes

Attachment C

CEO/ALS/HCA-06-008
HCA/WIC

All building services and operating costs are paid by the LESSOR. LESSOR will only pass-through janitorial services and supplies as a lessor-provided cost to COUNTY.

SERVICES PROVIDED BY COUNTY

Telephone service, facsimile, data circuit lines, or other dedicated special purpose lines.

INDEMNIFICATION

COUNTY agrees to mutually defend, indemnify and save harmless LESSOR from claims and liability arising out of COUNTY's sole negligence. LESSOR agrees to mutually defend, indemnify and save harmless COUNTY from claims and liability arising out of LESSOR's sole negligence.



County Executive Office

Memorandum

December 14, 2023

To: Clerk of the Board of Supervisors
From: Frank Kim, County Executive Officer
Subject: Exception to Rule 21

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO, email=frank.kim@ocgov.com, c=US
Date: 2023.12.14 16:19:08'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2023 DEC 15 AM 10:00

RECEIVED

S35H

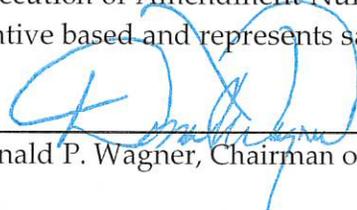
The County Executive Office is requesting a Supplemental Agenda Staff Report for the December 19, 2023, Board Hearing.

Agency: Sheriff-Coroner
Subject: Approve Amendment Number One to the Cask NX LLC Contract
Districts: All Districts

Reason Item is Supplemental: This Agenda Staff Report is being requested to be submitted as a supplemental due to extensive negotiations of terms and conditions with the contractor. Approval of Amendment Number One to the contract with CASK NX LLC will provide Sheriff-Coroner with discounted rates and allow Sheriff-Coroner to continue to receive professional services for ServiceNow Support Services, Human Resources Service Delivery Module Integration and Cask Managed Services Support and Maintenance. The Agenda Staff Report and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: Execution of Amendment Number One with CASK NX LLC prior to December 31, 23023, is incentive based and represents savings on lower services fee rates.

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: 12/19/23
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Sheriff-Coroner
DEPARTMENT HEAD REVIEW: *[Signature]*
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Brian Wayt (714) 647-1803
 Dave Fontneau (714) 704-7919

RECEIVED
 2023 DEC 15 AM 10:00
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve Amendment Number One to the Cask NX LLC Contract

CEO CONCUR

[Signature]

Digitally signed by Frank Kim
 DN: cn=Frank Kim, o=County of
 Orange, ou=CEO,
 email=frank.kim@ocgov.com,
 c=US
 Date: 2023.12.14 16:19:41 -0800

CEO Signature

COUNTY COUNSEL REVIEW

Approve Agreement as to Form

Action

Liz Pejeau

Digitally signed by Liz Pejeau
 DN: cn=Liz Pejeau, o=County Counsel, ou=County of
 Orange, email=liz.pejeau@ocgov.com, c=US
 Date: 2023.12.14 15:58:12 -0800

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$187,938

Annual Cost:

FY 2024-25 \$375,876

FY 2025-26 \$313,230

Staffing Impact: N/A

of Positions: N/A

Sole Source: No

Current Fiscal Year Revenue: N/A

Funding Source: Budget Control 060: 100% NCC

County Audit in last 3 years: No

Levine Act Review Completed: Yes

Prior Board Action: 3/28/2023 #S43C

RECOMMENDED ACTION(S)

Authorize the County Procurement Officer or Deputized designee to execute Amendment Number One to the Contract with CASK NX LLC for ServiceNow Support Services, Human Resources Service Delivery Module Integration and Cask Managed Services Support Maintenance, and increase the original contract amount of \$1,501,486, by \$877,044, for a new not to exceed amount of \$2,378,530, for the term ending April 30, 2026.

SUMMARY:

Approval of Amendment Number One to the contract with CASK NX LLC will allow the Sheriff-Coroner to double the capacity required for the digital transformation and modernization efforts underway and to improve processes to better defend against and prepare for any future cyber-attacks.

Sheriff aims to double the capacity to meet the needs that have arisen as a result of the digital transformation and modernization efforts. These needs include initiatives and tasks directly stemming from the cyber-attack that compromised the District Attorney's office and ultimately impacted the justice system in Orange County. Sheriff is in the process of migrating numerous legacy systems and improving processes to better defend against and prepare for any future cyber-attacks.

Sheriff has verified that there are no concerns that must be addressed with respect to contractor's ownership/name, litigation status or conflicts with County interests.

Sheriff requests approval of Amendment Number One to the subordinate contract effective upon Board approval through April 30, 2026, not to exceed amount of \$2,378,530, as noted in the Recommended Action. This contract is submitted for Board approval less than 30 days prior to the start of the contract due to extended negotiations. This contract does not include subcontractors or pass through to other providers. See Attachment C for Contract Summary. The Orange County Preference Policy is not applicable to this subordinate contract amendment.

FINANCIAL IMPACT:

Appropriations for the contract are included in Sheriff-Coroner's Budget Control 060 FY 2023-24 Budget and will be included in the budgeting process for future years. The contract contains language allowing the Sheriff-Coroner Department to terminate the contract without penalty with cause or after 30 days of written notice without cause in the event that funding is reduced and/or not available to continue funding the contract.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Amendment Number One to Contract MA-060-23010500

Attachment B – Redline of the Original Contract

Attachment C – Contract Summary Form

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-23010500
BETWEEN THE
COUNTY OF ORANGE
AND
CASK NX LLC

This AMENDMENT NUMBER ONE to Contract number MA-060-23010500 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department (hereinafter "COUNTY") and CASK NX LLC (hereinafter "CONTRACTOR") with a business address of 8910 University Center Ln., Suite 400, San Diego CA 92122 , is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, the State of Texas Department, acting by and through the Department of Information Resources (hereinafter "DIR"), has issued a Master Price Agreement as Contract No.DIR-CPO-4706 with Cask NX LLC (hereinafter "Successful Respondent"), through its program now in effect from November 15, 2022 through and including November 15, 2024, included as Attachment C; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract pursuant to DIR Contract No. DIR-CPO-4706 for ServiceNow Support Services, HR Integration and Cask Managed Services Support and Maintenance on March 28, 2023 (hereinafter "ORIGINAL CONTRACT"), for the term of March 28, 2023 through and including April 30, 2026; and

WHEREAS, COUNTY desires to amend the ORIGINAL CONTRACT to increase the not to exceed amount by \$ 877,044 for a new not to exceed amount \$2,378,530.00, amend Attachment A, Scope of Work in part to increase capacity expansion and duration; amend Attachment B, Compensation and Pricing Provisions in part to increase monthly fees and reflect completion of the milestones and tasks payment schedule; and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT and this AMENDMENT NUMBER ONE;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES
 - a. Section 5. Compensation & Payment of the ORIGINAL CONTRACT is amended to read as follows:
 5. **Compensation & Payment:** Contractor agrees to provide services in connection with the Texas DIR-CPO-4706 as set forth in Attachment A, Scope of Work, at the rates specified in Attachment B, Compensation and Pricing Provision. The maximum amount of compensation under this Contract shall not exceed the amount of \$2,378,530.00 for the full contract term.
 - b. Attachment A, Scope of Services is amended its in entirety as follows:

ATTACHMENT A Scope Services

I. Scope of work:

Contractor shall provide associated professional services to the Orange County Sheriff's Department (OCSD) to support the phased deployment and maturation of the ServicesNow Human Resources Service Delivery (HRSD) Module. HRSD phase 1 shall fully detail the activities, tasks, deliverables, roles and responsibilities, assumptions and exclusions of contractor's effort as follows:

1. **HR Core, Case & Knowledge:** Contractor shall leverage existing and accessible systems of record to populate user profile data attributes, establish groups and permissions to complete core configuration of OCSD ServiceNow HR Service Delivery (HRSD) application.

Contractor shall establish a foundational HR case management process, with correlated case types and HR workspace(s) for three (3) to five (5) centers of excellence. This will be combined with HR Knowledge Management to establish secure self-service capabilities for both HR internal and HR external/customers.

2. **Onboarding MVP:** Contractor shall deploy the HRSD Enterprise Onboarding lifecycle event to build a minimum viable product (MVP) that digitizes the enterprise steps, tasks, and applicable assignees of the personnel applicant onboarding process, with additional effort allocated for sworn personnel specific requirements.
3. **User Experience / User Interface (UX/UI):** Contractor shall design and create an intuitive user experience for internal personnel and onboarding applicants leveraging out of box features of Employee Center Pro.

II. Approach and Scope: Scope Summary

The following provides a list of the application / process, data migrations, integrations, or other components that are in-scope of this project. Due to the vast nature of the platform, any application process / sub-process components, data sources, integrations, or any components that are not specifically listed are considered out-of- scope.

HRSD: Phase 1
• HR Core Configuration & Data Integration
• Case Management. Agent Workspace & HR Services
• HR Knowledge Management
• Enterprise Onboarding
• Employee Center Pro

III. Delivery Approach:

Contractor shall deploy standard Cask Value Delivery Methodology (CVDM). This agile-based approach integrates ServiceNow's Now Create implementation methodology.

The goal of CVDM is to achieve and sustain transformational results on the ServiceNow platform for clients. This is realized by an integrated, client-focused team that spans account management, engagement management, business and technical subject matter expertise, as well as senior delivery oversight and guidance. Team roles and responsibilities are detailed in Section VI. of this Scope of Work (SOW).

Figure 1, below, highlights the Stages of CVDM and their respective focus and related major activities.



- **Envision:** Solution discovery, capability alignment, and delivery plan agreement
- **Discover:** Current state assessment, data collection and requirements gathering
- **Design:** Solution design, story writing, sprint planning and design approval
- **Create:** Configuration and development, unit testing
- **Evaluate:** UAT enablement, OCS D UAT, and validate production readiness
- **Realize:** Training and Knowledge Transfer, release to Production
- **Transition:** Post go live operational support, share outcomes and lessons learned

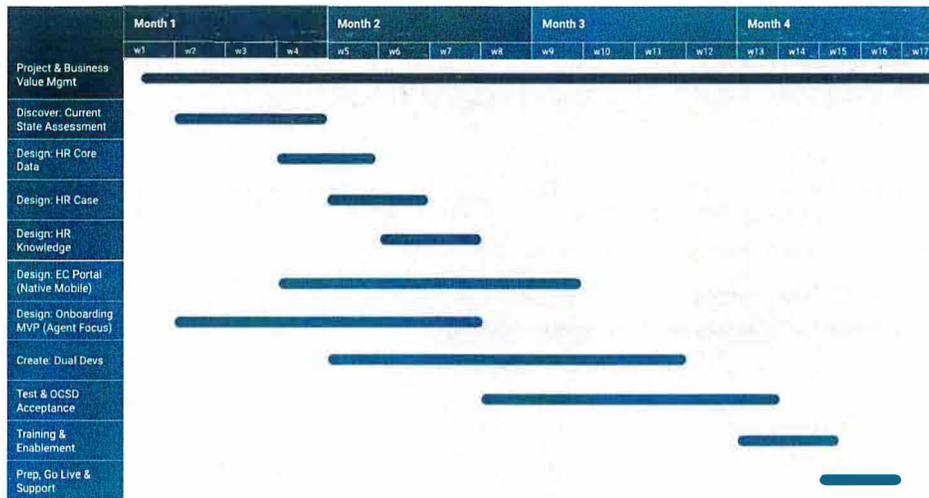
Progression from Stage to Stage encompasses a CVDM Stage Gate, or CVDM Gate Review. CVDM Gate Reviews, detailed as deliverables in the SOW below, are critical to ensuring shared understanding, expectations, and team readiness. With CVDM Gate Reviews, Contractor will acquire OCS D acknowledgement and/or acceptance, as required by Stage activities, for delivery activities to advance. For example, a CVDM Gate Review to advance from Discover to Design Stages ensures that originally scoped estimates are still achievable once the full detailed requirements are captured.

This CVDM Gate Review permits the delivery team to make decisions about scope and next steps in alignment with all the available information, and modify this SOW through a written contract amendment request, as necessary, to reflect changes in client and/or project team needs, objectives, capabilities, and/or timeline.

IV. Project Timeline:

Contractor effort shall apply CVDM to a hybrid, agile-based delivery approach. Contractor's proposed activities and schedule are tailored to optimize business outcomes, time, cost, and risk. Contractor delivery represents a time-boxed period in which we will deliver specific and measurable outcomes in alignment with OCS D business priorities and technical requirements.

Project shall take approximately four (4) month for end-to-end project completion. Figure above illustrates how CVDM activities are aligned to representative implementation timeline, with major activities, tasks and deliverables fully described in Section III. Contractor understands that



This approach provides shared project planning and business value management activities that will organize and monitor the delivery of agile-based, concurrent functional areas. Each functional area includes: discover and design tasks, sprints planning and development tasks, and unit testing tasks. Project activities then reconvene to ensure singular focus on User Acceptance Testing (UAT), solution acceptance, and enablement.

V. Contractor Personnel:

Contractor shall use reasonable efforts to ensure the continuity of personnel assigned to perform Services under any SOW. Contractor shall not reassign or otherwise remove any of its personnel assigned to perform Services under without OCSD's prior written consent; provided, however, that Contractor may replace or reassign personnel, without OCSD's consent in case of: (a) termination of employment; (b) illness, death, and other personal and compassionate reasons; or (c) OCSD placing a temporary freezes, hold, or pause for ten (10) business days or more, and OCSD understands Contractor resources/Personnel assigned may not be available to complete the Services under such SOW at such time when the freeze, hold, or pause is lifted ("Permitted Replacement"). In the event of a Permitted Replacement, Contractor shall promptly notify OCSD and replace such personnel with person(s) with equal qualifications to continue such work.

If OCSD determines that Contractor personnel assigned to the project do not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of deliverables and other work related to the project, OCSD will provide written notice, identifying the personnel to be replaced and a justification for replacement. Contractor and OCSD will work together to resolve the issue to OCSD's satisfaction. This may include reassigning the person or persons to a more suitable task area on the project and replacing the reassigned person with a more qualified, experienced individual, or removing the person from the project entirely and replacing them with a qualified replacement. Additionally, if such a reassignment occurs, OCSD understands that it could take up to thirty (30) days to re-staff the project and resume work.

VI. Project Set Up & Launch:

Within four (4) weeks of a executed Contract, Contractor's Engagement Manager shall jump- start project with a series of Initiation Meetings. These preliminary conversations are strictly with the Contractor's project team and OCSD-provided Project Lead(s). The activities performed during these initial conversations include:

- Review and finalize the Project Plan, including:
 - Schedule, “locking in” dates for the engagement
 - Work Breakdown
 - Resource Plan
 - Budget Plan
 - Definition of Done/Ready
 - Project RACI
- Validate and schedule resources (e.g. attendees) for Kickoff Meeting
- Schedule resources and confirm resource readiness for Workshops

During these logistics conversations, Contractor’s Engagement Manager will also schedule the weekly status meetings with OCSD stakeholders. This virtual meeting will review Contractor’s prepared written Weekly Status Report (WSR). The WSR will be submitted to the OCSD Project Lead(s) following each weekly meeting. Should the weekly meeting be canceled by OCSD, the Contractor’s Engagement Manager shall submit the report no later than close of business on Friday. The WSR shall:

- Communicate project status by measuring, tracking, and evaluating progress against the Project Plan
- Highlight tasks or milestones that are not on schedule; provide a resolution plan to return to the planned schedule; or re-baseline
- Highlight critical risks or issues, including proposed and actual resolutions
- Identify key decision points that need to be reviewed and evaluated by leadership
- Track and report all outstanding action items, identify resources, and track/report the status of all open action items
- Maintain history of closed action items, including the due date and point of contact responsible for execution
- Anticipated tasks to be completed the next week

Project Set Up & Launch activities also incorporate the identification of key project leaders and the scheduling of your governance meetings with your Client Architect (CA). CA Governance provides an additional layer of oversight via OCSD executive stakeholders’ direct engagement with your Contractor senior delivery leadership representative. This higher tier of synchronization maintains an open dialogue with a results-focused emphasis on long-term goals, objectives, and realized value.

Your CA will facilitate an additional bi-weekly (or monthly) virtual meeting for the duration of the project to ensure our team not only executes the project plan, but works well with you as a valued, trusted resource. This checkpoint covers:

- Contractor performance
- Staffing and key personnel feedback, delivery team fit
- Successes and challenges
 - Issue escalation
 - Risk escalation
 - Proposed resolutions / actual resolutions
- Contractor feedback
 - OCSD personnel participation and commitment
 - Areas identified where Contractor needs more attention and/or support from OCSD for contractor project’s success

Alongside these activities, the Contractor’s team is simultaneously preparing for Kickoff, for which contractor will request all key stakeholders and project participants are present.

During the Kickoff contractor will introduce and review:

- Contractor Project Team
- Project Plan
- Project Scope
- Project Deliverables
- Baseline Data / Metrics
- Project Definition of Success

After Kickoff, the Contractor's team completes a CVDM Gate Review with County. This will confirm that expectations for this Stage of contractor project are clearly shared before advancing to solution design activities. With County's approval, contractor's combined effort is ready to advance to the next component of delivery.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
1.1	Logistics Meeting Materials	Initial communication between Contractor and OCSD leads: discussion of Project Plan and project Kickoff.	One (1) Microsoft (MS) PowerPoint file
1.2	Logistics Meeting(s)		Meeting, not to exceed (NTE) two (2) hours
1.3	Project Plan	Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.	One (1) MS Project file, or native
1.4	Project Kickoff Meeting Materials	Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members: discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.	One (1) MS PowerPoint file
1.5	Project Kickoff Meeting		Meeting, NTE two (2) hours
1.6	Weekly Status Meeting & Report (WSR)	Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.	Meeting, NTE one (1) hour, weekly. One (1) MS PowerPoint file, weekly
1.7	Project Plan Revisions	Updated in accordance with project progress, as applicable.	One (1) MS Project file, or native
1.8	CA Governance Meeting	Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals	Meeting, NTE one (1) hour, biweekly or monthly
1.9	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks	One (1) MS Word document

Contractor's Engagement Manager will additionally work with OCSD's designated point(s) of contact to collect available, relevant documentation including, but not limited to, the following to

complete our initial discovery:

- Organizational charts that identify stakeholders, platform owners, process owners, and system administrators
- Current state process, workflow, and/or policy documentation
- Platform governance documentation
- Architectural diagrams
- Technology reference guides
- Requirements workbooks

Design: Requirements Validation & Solution Design

As part of the Discover activities, Contractor will elicit requirements, solution and integration design, finalize design review, and complete client acceptance activities.

Given the ongoing impact of the pandemic on OCSD and Contractor operations, Contractor assumes all work will be completed remotely. Contractor will therefore facilitate a series of remote workshops, detailed below, to complete in-scope design and requirements gathering for each functional area. These sessions will help ensure our design meets your business needs and will incorporate the following high-level activities:

- Review of best practices as a baseline for process design
- Develop process workflow, identify key activities, handoffs and information exchanges
- Identify roles and responsibilities, including a RACI
- Identify metrics necessary for ongoing performance management of the process
Service Level Agreements' (SLAs) requirements for in scope processes
- Out-of-box reporting and dashboarding configuration for in scope processes

Session duration for each workshop below refers to the approximate amount of time anticipated to facilitate requirements gathering for in-scope areas. Working sessions may be split into multiple sessions across multiple days to accommodate OCSD and Contractor resources' availability and operations.

Workstream 1: Workshops

HRSD / Core Configuration			
Activity Duration:	NTE one (1) week	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> ● Platform Owner ● System Administrator(s) ● System(s) of Record technical representation 	Contractor Participants:	<ul style="list-style-type: none"> ● HRSD Senior Advisor ● HRSD Cloud Architect ● HRSD Advisor

In Scope Activities:	<p>Core configuration of ServiceNow's HRSD module will include requirements gathering specific to the following features and functionality:</p> <ul style="list-style-type: none"> • Enable HR plugins • Turn on/off properties for HR skills, escalation rules, OOB groups not being used • Adjust notifications based on Centers of Excellence determined in scope • Set up access/permissions for HR based security • Creation of groups for routing & case managements • Gather requirements to integrate with OCSD-provided system(s) of record for the purposes of creating and populating User Records and HR Profiles, including but not limited to: <ul style="list-style-type: none"> ◦ Determine the nature of each integration; one-way, two-way, link, etc. ◦ Determine the technology needed to complete the integration; SOAP, REST API, existing ServiceNow integration / plugin, Integration as a Service (IaaS) provider, other ◦ Data source configuration and any required credentials ◦ Data flow(s), workflow(s) / automation(s)/ frequency/ triggers ◦ Data transformation and mapping needs ◦ Enterprise Document Management shall be included ◦ Validation checks ◦ Table creation / modification ◦ Configurations ◦ Additional one (1) sprint of development effort
Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Contractor assumes that because OCSD is already leveraging ITSM on the ServiceNow Platform, core platform setup and configuration is completed and would not be required in this engagement • Contractor has allocated one (1), one-week sprint for HR Core Configuration. <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize data sources and technical approach for user creation and authentication, User Record and HR Profile attributes ◦ The final scope will be dependent upon Discover and Design activities; completeness, correctness, and availability of OCSD- furnished systems of record; and final OCSD approval <p>Lack of OCSD availability may impact project timelines and cost</p>
Output:	<ul style="list-style-type: none"> • Requirements User Stories and Test Criteria • OCSD Acceptance

Activity Duration:	NTE two (2) weeks	Workshop Duration:	NTE eight (8) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Service Owners / COE Leaders 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor
In Scope Activities:	<ul style="list-style-type: none"> • Establish the security model, access model, categorization model, and taxonomy for HR Cases • Establish organization-wide case management standard processes • Enable out of box reports and dashboards for HRSD, with the addition of KPIs / metrics and measurements for managing workflows and setting employee expectations and for dashboard creation (up to 3 dashboards with up to 5 indicators / reports each) • Capture detailed standard requirements with OCSD for overarching HR case management processes and service-agnostic requirements for HR service delivery for initial implementation, including: <ul style="list-style-type: none"> ◦ Standard intake data requirements escalation from shared services (as applicable) to COE team members ◦ Service Level Agreements (SLAs) ◦ Notifications / alerts ◦ Tasks ◦ Approvals • Identify functional and technical requirements for case forms, intake, escalation and resolution • Identify requirements for configuration of HR Agent Workspace including: <ul style="list-style-type: none"> ◦ Branding & Theming ◦ Tab Settings ◦ List Settings ◦ Forms ◦ Response Templates ◦ Fulfillment Instructions • Identify top priority HR COEs and general case intake form to support HR personnel adoption of in-platform case management • As noted below, Contractor has allocated a one (1), weeklong sprint for HR Case Management, Agent Workspace, and HR Services, combined <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Case Management and HR Services stories within the in-scope effort ◦ This SOW therefore does not include a set quantity or complexity of HR Services to be developed, as our final scope is dependent upon Discover and Design activities and final OCSD story approval • Contractor will emphasize the identification and approved development of standardized, scalable and maintainable workflow opportunities 		

Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes Case Management outside of the HR Scoped application • Excludes inbound email action, e.g., email trigger case creation • Contractor has allocated one (1), one-week sprint for HR Case Management and HR Services. The intent of this SOW is to support OCSD HR personnel to migrate from email, in-person, and other manual case intake methods to managing HR requests on platform <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Case Management, Agent Workspace and HR Services stories within this one (1) sprint effort ◦ The final HR Case Management scope will be dependent upon Discover and Design activities, prioritized HR Services, and final OCSD approval • Contractor assumes that OCSD's ITSM application houses one or more catalog items/requests related to the facilitation of new hire Onboarding. Modification of these existing components and/or net new creation of IT Onboarding catalog items/requests is excluded from Contractor's efforts. <p>The following definitions apply to HR Service complexity:</p> <ul style="list-style-type: none"> • Simple: No code, simple approval, simple task assignment, 10 or less variables, uses OOB notifications • Medium: Low code, some dependencies on other tables or data (that already exists, < 10), multiple tasks (<10), more than one path (<3), multiple approvals (<5) with simple approval logic, more complicated form design with many UI policies, some adjustments to notifications • Complex: Code intensive, references to other data and tables, utilizes custom tables, complicated fulfillment process, multiple paths, complex approvals, rollbacks, multiple tasks, custom fields, complex form design with client scripts, customized notifications and recipients, as defined by Contractor 		
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements) 		
HRSD / HR Knowledge Management			
Activity Duration:	NTE one (1) weeks	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Knowledge Mgmt. Process Owner / Manager(s) • ITSM Knowledge Management Process Owner / Manager(s) 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor

In Scope Activities:	<p>Contractor assumes that OCSD will follow one (1) Knowledge Management process for HR across employee / applicant and internal customer knowledge bases. A combined process is recommended to reduce process complexity and streamline platform governance, in accordance with ServiceNow best practice.</p> <p>As such, this working session is facilitated to discover the following requirements:</p> <ul style="list-style-type: none"> • Ensure a Knowledge taxonomy that is in alignment with HR case process, structure, privacy, security, and categorization • Gain consensus on a single, standardized Knowledge Management processes that supports specific cultural and organizational needs, balanced with leveraging the out-of-box technology capabilities to their fullest potential • Identify process owners, and all key stakeholders in RACI format • Additional requirements gathering covers: <ul style="list-style-type: none"> ◦ Knowledge article forms / templates ◦ Stages and life cycle including workflows enabling: <ul style="list-style-type: none"> ▪ Submission, Publishing, Review, Retirement ◦ Notifications ◦ User criteria structure for access ◦ Knowledge bases for end-user and internal HR Consumption (policies, procedures, etc.) • Identify sources for Knowledge Articles based on existing sources of relevant information
Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes the creation and loading of Knowledge Articles • Excludes any modification or reconfiguration of existing IT and other Knowledge bases • Excludes customization of Knowledge Management features and functionality
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)

Workstream 2: Workshops

HRSD / Enterprise Onboarding MVP			
Activity Duration:	NTE three (3) weeks	Workshop Duration:	NTE sixteen (16) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • Applicant onboarding process owner(s) • Applicant onboarding Fulfiller representation 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor • UX/UI Advisor, consulted

In Scope Activities:	<p>Contractor assumes the our scope of work for the applicant onboarding MVP will be focused on digitizing the currently-manual checklist of activities, steps, tasks, and their applicable assignees into a single, foundational workflow by leveraging HRSD Lifecycle Event Activities, which are groups into Activity Sets.</p> <p>Contractor further assumes that both sworn and administrative personnel will follow one (1) foundational, enterprise onboarding process, with sworn personnel then requiring additional tasks and activities specific to their roles. Contractor's scope of work and level of effort therefore considers the anticipated complexity of sworn personnel onboarding, with administrative personnel leveraging applicable process components. The design and configuration of two distinct onboarding processes is out of scope.</p> <p>Requirements gathering will therefore focus on the following activities for our MVP:</p> <ul style="list-style-type: none"> • Identifying and correlating OCSD personnel applicant onboarding tasks and activities with out of box HRSD Activity Sets • Activities may include but are not limited to the following: <ul style="list-style-type: none"> ◦ HR Case creation including intake forms ◦ Employee Tasks ◦ Fulfiller Tasks ◦ Approval ◦ Notification ◦ Schedule Content ◦ Link to or trigger the workflow of existing ITSM Catalog Items/Requests related to Onboarding ◦ Inclusion of Employee Document Management (EDM) to process, and increased LOE to Onboarding Lifecycle event to accommodate EDM ◦ Tracking and management of the OCSD Backgrounds process within ServiceNow and retirement of external (Excel) tracker ◦ Additional three (3) sprints of Development effort <p>There may be activities related to Onboarding that require the use of one or more HR Services (a user facing form that triggers case creation and subsequent workflow) either by the applicant or an OCSD HR agent. The scope of work for Onboarding HR Service development will be limited to simple complexity (as defined below), and only that which is required for the Onboarding Lifecycle Event.</p>
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Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes the creation and/or modification of IT catalog requests • The following definitions apply to Onboarding HR Service complexity: <ul style="list-style-type: none"> ◦ Simple: No code, simple approval, simple task assignment, 10 or less variables per form (record producer), uses OOB notifications ◦ Medium: Not applicable ◦ Complex: Not applicable • Workstream 2 effort excludes creation of HR Services not required for the applicant Onboarding process • Assumes OCSD has no existing HR services within ITSM catalog • Contractor has allocated four (4), one-week sprints for HR Onboarding MVP. The intent of this SOW is to support the foundational migration of this applicant onboarding process to the ServiceNow platform. Therefore: <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Onboarding stories within the four (4) sprint effort ◦ The final Onboarding solution scope and capabilities will be dependent upon Discover and Design activities, prioritized onboarding requirements, and final OCSD approval
Output:	<ul style="list-style-type: none"> • Base Onboarding Process Documentation • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)

Workstream 3: Workshops

HRSD / Employee Center Pro			
Activity Duration:	NTE six (6) weeks	Workshop Duration:	NTE twenty (20) hours
OCSD Participants:	<ul style="list-style-type: none"> • HR Service Owners / COE Leaders • Platform Owner • System Administrator(s) • Communications Stakeholder(s) • Branding Stakeholder(s) • ADA compliance representation 	Contractor Participants:	<ul style="list-style-type: none"> • UX/UI Senior Advisor • Consulted: <ul style="list-style-type: none"> ◦ HRSD Senior Advisor ◦ HRSD Cloud Architect ◦ HRSD Advisor

<p>In Scope Activities:</p>	<p>Contractor assumes the initial release of the Employee Center Pro (EC Pro) Portal will be intended for the following audiences: personnel onboarding applicants, OCSD HR personnel, OCSD internal personnel. Includes additional three (3) sprints of Development effort</p> <p>Contractor's UX/UI specialist will facilitate a series of design sessions to:</p> <ul style="list-style-type: none"> • Discuss EC Pro portal vision for applicant onboarding, HR personnel, and OCSD personnel • Review current taxonomy structure, and branding & identity guidelines • Review common use cases by major audience / persona • Review any existing similar services to benchmark what resonates with OCSD as a team and organization <p>Ongoing sessions will iteratively review UX/UI design for Final Concept. Activities will include presentation of and feedback gathering across:</p> <ul style="list-style-type: none"> • Enterprise Taxonomy recommendations • Two (2) creative concepts of onboarding persona homepage • Selection and finalization of onboarding persona homepage Final Concept, presented for OCSD final approval • Detailed design of Final Concept for unique screens • Optimization for responsive mobile browser experience <p>Requirements gathering will also include applicable technical requirements, including but not limited to:</p> <ul style="list-style-type: none"> • User data, single sign on capabilities, and other relevant requirements • Out of box and advanced / custom widgets • Expectations of maintenance for each widget
<p>Exclusions, Constraints & Assumptions:</p>	<ul style="list-style-type: none"> • The scope of Contractor's Workstream 3 UX/UI design and create effort will be limited by available, in-scope hours. Design activity meetings are NTE twenty (20) hours. Contractor has allocated four (4), one-week sprints for EC Pro development. <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize UX/UI requirements and stories within this effort ◦ The EC Pro scope will be dependent upon Discover and Design activities and final OCSD approval ◦ Contractor assumes that the overall branding and style guide for OCSD will remain consistent across all portal pages including those visible to applicants and active employees alike • Portal Widget Requirements <ul style="list-style-type: none"> ◦ OCSD will select from the available out of box widgets that are delivered with Employee Center Pro, with the exception of one (1) custom widget for the specific use case of Reference Letter Status visible by the applicant in onboarding. ◦ Assumes the potential to create up to three (3) custom tables depending on the detailed requirements by OCSD. • Contractor assumes the following approach to facilitate appropriate portal access for users: <ul style="list-style-type: none"> ◦ Employee Center will be made available to all OCSD users, inclusive of Both active employees and applicants going through the background/onboarding process

	<ul style="list-style-type: none"> ◦ The user data provided by OCSD will clearly delineate a user who is an applicant from an active employee. ◦ Employee Center configuration will use criteria from the user record and HR profile (e.g. applicant vs. active employee) to drive conditions for which types of users can see which content/widgets on the portal ◦ In order to facilitate the appropriate portal login process, OCSD will need to provide applicants with a local login to Employee Center. Once an applicant is converted to an active employee and their user account has been updated by Active Directory, OCSD will need to provide the new hire with a SSO enabled login. • EC Pro design and development scope will be limited to HR topics areas; Non-HR topic areas and portal pages are not in scope. • Excludes the configuration of ServiceNow NOW Mobile app experience • Contractor level of effort assumes our scope will further exclude the following: <ul style="list-style-type: none"> ◦ Communities ◦ Employee Forums ◦ Live Chat (includes Connect Chat capabilities) ◦ Custom layouts that affect search functionality ◦ Automated Tasks related to external integrations ◦ Additional table creation more (3) ◦ Enterprise Search with external content ◦ Global Deployments ◦ Language Pack configuration ◦ Content Publishing / Delivery workflows ◦ Agent Intelligence (AI Search) ◦ System Status / Alerts / Banner ◦ Advanced/complex Curated than three Content Experiences
Output:	<p>Taxonomy Recommendations Creative Concepts and Final Concept Detailed Design and Mobile Optimization Requirements User Stories and Acceptance Criteria OCSD Acceptance Enhancement Management Backlog (for Out-of-Scope Requirements)</p>

Contractor and OCSD progression from Discover to Design activities marks our team’s advancement to requirements validation; specifically, collaboratively ensuring that the current state, notional requirements, and desired future state aligns with our in scope schedule and effort. County approval for this CVDM Gate Review will confirm that no adjustments to follow-on activities are required in order for delivery activities to proceed.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
2.1	Process Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.	Virtual meetings, as defined above

2.2	Process Guides	Base documented process, including flow(s), roles, recommended SLAs and metrics in the context of strategic objectives and best practice for the following areas: <ul style="list-style-type: none"> • HR Case Management • HR Knowledge Management • Onboarding Documentation 	One (1) Microsoft (MS) Word file each, for a total of three (3)
2.3	User Stories	Documented business requirements in the form of user stories with acceptance criteria for the following areas: <ul style="list-style-type: none"> • HR Core Configuration & Data Integration • Case Management, Agent Workspace & HR Services • HR Knowledge Management • Enterprise Onboarding • Employee Center Pro 	Native; or one (1) MS Excel file each, for a total of five (5)
2.4	Taxonomy & Mega Menu	Textual architecture map of knowledge and services; aligned with current state experience and industry best practices	MS Word or PDF file
2.5	Creative Concepts	Design and present 2 hi-fidelity creative concepts for the same key frame	Web based URL or image
2.6	Final UI Concept	Based on feedback, update one of the concepts and present for final approval	Web based URL or image
2.7	Detailed Design	Once the concept is approved, conduct detailed design for any additional key screens	Web based URL or image
2.8	Mobile Optimization	Optimize the experience for native mobile browser via high fidelity prototype	Web based URL or image
2.9	CVDM Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities	One (1) MS Word document

Design: Review & Acceptance

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
3.1	Sprint Plan	Sprint Plan based on prioritized work effort. Serves as primary requirements document for application implementation	One (1) MS Excel file, or native
3.2	CVDM Gate Review & Design Approval	County acceptance of solution design, i.e. stories and their prioritization into sprints, for in scope functional areas	One (1) MS Word file

Create

Once requirements are recorded as stories within the ServiceNow Agile application and sprints are planned, Contractor will perform agile-based platform implementation activities using a sprint-based schedule.

Contractor executes development sprints that are five (5) days in length each. Our scope of work includes eleven (11), one-week sprints as detailed below.

Implementation Task	# of Sprints
HR Core Configuration & Data Integration	One (1) Sprint
Case Management, Agent Workspace & HR Services	One (1) Sprint
HR Knowledge Management	One (1) Sprint
Enterprise Onboarding MVP	Four (4) Sprints
Employee Center Pro	Four (4) Sprints
Total Sprints:	Eleven (11) Sprints

Contractor will perform unit testing at the end of each sprint. Each sprint will include the following types of unit testing:

- Unit testing of individual processes and transactions
- System testing of all processes, integration, interfaces, and data conversion / migration
- Methods for verifying the accuracy of information relative to transaction processes, interfaces, data conversion, reports, account history, notes, and ad-hoc reporting.

Contractor will perform all testing within the test environment. Our functional testing includes all user stories against acceptance criteria prior to OCSD UAT. Any and all defects found during Contractor testing will be fixed prior to UAT.

No Performance Testing will be conducted during this implementation, as performance and availability levels are guaranteed by ServiceNow.

Each sprint will also include a product demonstration, giving OCSD continuous visibility into Contractor development of your solution. After each sprint, Contractor facilitates another sprint planning session where stories may be added and reprioritized in light of OCSD feedback.

Contractor's Engagement Manager will coordinate all relevant story acceptance, sprint planning, and sprint demo meetings with the OCSD Project Lead(s).

After the final sprint, Contractor will then facilitate a final product demo. The final demo will be combined with a CVDM Gate Review in order to transition from agile development across functional areas to converged solution acceptance activities.

Final Sprint Product Demo Deliverables

#	Deliverable	Description & Business Value	Acceptance Criteria / Deliverable Requirements
4.1	Development Sprints, Testing, & Functional Demos	Execution of sprints to complete prioritized development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.	Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During

			each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Cask facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.
4.2	CVDM Gate Review & Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories	One (1) MS Word document

Evaluate: OCSD User Acceptance Testing (UAT)

#	Deliverable	Description & Business Value	Format
5.1	UAT Guidance Sessions	Best practice recommendations and/or facilitated UAT support with Contractor team members to aid in OCSD completion of OCSD test plans, scripts, use cases, and native testing	Three (3) working sessions, NTE two (2) hours duration each or additional testing as needed

Evaluate: Contractor Defect Mitigation

#	Deliverable	Description & Business Value	Format
6.1	Defect Mitigation	Mitigation of defects that are associated with user stories and requirements. Once all defects have been mitigated the solution configuration work is considered complete.	All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete

6.2	CVDM Gate Review & Solution Acceptance	OCSD acceptance of completed sprints following Contractor final product demo. OCSD confirmation that the solution is functioning as designed	One (1) MS Word file
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Realize: Knowledge Transfer

Advisory Knowledge Transfer for Process Owners details the process in question, their roles, responsibilities, and suggests feedback mechanisms to ensure changes in OCSD business needs are incorporated into the process, and ultimately the solution. Sessions further cover how to leverage process-specific KPIs that were identified in process design sessions to validate and revise processes as required. Contractor will facilitate one (1) Advisory Knowledge Transfer session for the following processes: HR Case Management, HR Knowledge Management, and Enterprise Onboarding. Each session will be one (1) hour in duration.

#	Phase Gate	Project Element	Activity/ Deliverable	Acceptance Criteria/ Deliverable Requirements
7.1	Realize	Realize: Knowledge Transfer	Technical Knowledge Transfer	Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build-logs documented against user stories.
7.2	Realize	Realize: Knowledge Transfer	Advisory Knowledge Transfer	Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work.

Realize: Training Program

Contractor recommends that the training program deliver both role-based and train-the-trainer approaches. Specifically, we recommend the following sessions:

- **HR Agent Basics:** This train-the-trainer session provides an overview of applicable ServiceNow terminology, ServiceNow navigation, and walks through the HR Agent Workspace view. Additional information is provided specific to HR personnel who will be working HR cases, including: case management (case creation, updating, transferring, pending, and closing); tasks (opening, assigning, completing); leveraging and sending Knowledge to promote employee self-service; reporting and dashboards.
 - Contractor recommends no more than twenty (20) participants attend this session
 - This session will be approximately four (4) hours in duration
 - OCSD will receive one (1) editable PowerPoint of the training presentation
 - One (1) video recording (facilitated voiceover recording) of the training presentation
 - Up to three (3) Job Aids or Knowledge Articles specific to HR Case Management
- **HR Knowledge Manager and Content Author Training:** This deep dive role-based session will explore HR Knowledge features including: search; feedback and ratings; article submission and retirement processes; meta-tags and access criteria; and, knowledge reporting
 - Contractor recommends no more than twenty (20) participants attend this session
 - This session will be approximately one and a half (1 ½) hours in duration
 - OCSD will receive one (1) editable PowerPoint of the training presentation
 - One (1) video recording (facilitated voiceover recording) of the training presentation
 - Up to two (2) Job Aids or Knowledge Articles specific to HR Knowledge Management

#	Deliverable	Description & Business Value	Acceptance Criteria / Deliverable Requirements
8.1	Train-the-Trainer HR Agent Basics Session & Materials	OCSD-identified train-the-trainer and pilot group participants receive detailed enablement on the configuration of platform capabilities in support of HR Agent roles and responsibilities. Session may be split into multiple sessions under the scope NTE per Contractor training analysis of OCSD needs.	NTE four (4) hours, one (1) MS PowerPoint presentation; one (1) video recording; three (3) Job Aids
8.2	Role-Based Knowledge Session & Materials	OCSD-identified role-based participants receive detailed enablement on the configuration of platform capabilities in support of Knowledge roles and responsibilities.	NTE ninety (90) min, one (1) MS PowerPoint presentation; one (1) video recording; two (2) Job Aids: One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors.

Realize: Go Live Checklist & Handover

#	Deliverable	Description & Business Value	Acceptance Criteria / Deliverable Requirements
9.1	Go Live Checklist	Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state.	Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations.

Realize: Go Live Hypercare Support

#	Deliverable	Description & Business Value	Acceptance Criteria / Deliverable Requirements
10.1	Go Live Support	Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) business days.	Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support.

Project Close

#	Deliverable	Description & Business Value	Format
11.1	Project Closeout Meeting & Report	Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.	One (1) meeting, NTE one (1) hour, and one (1) MS PowerPoint file

Roles & Responsibilities

Role	Responsibilities	Value to OCSD
Contractor's Engagement Manager	<p>Contractor's Engagement Manager is responsible for:</p> <ul style="list-style-type: none"> • Project scope • The engagement schedule and budget • Contractor resources assigned to the project • Meets with OCSD on a weekly basis to discuss project status, schedule, accomplishments, budget, risks and upcoming work for the following week, providing a weekly written project status report • Facilitates milestone sign-off with OCSD, as required 	<ul style="list-style-type: none"> • Keeps the project on-time • Manages the budget • Enables effective communication between OCSD and Contractor on progress • Ensures prompt resolution of risks, issues, questions, and escalations
Contractor's Client Architect	<ul style="list-style-type: none"> • Meets with OCSD every other week to provide program support and gather OCSD feedback • Provides overall platform expertise and best practice recommendations for OCSD near and long term goals • Identifies and mitigates potential risks to long term OCSD program, and OCSD platform governance • Serves as internal liaison and advocate for OCSD across Cask operational and delivery teams • Serves as point of escalation, as necessary • Ensures quality and caliber of Cask resources and work 	<ul style="list-style-type: none"> • Enables effective communication between OCSD and Contractor • Provides platform expertise to ensure work follows best practices • Provides continuity of program vision and objectives across program phases

Contractor's HRSD (Senior) Advisor	<ul style="list-style-type: none"> • Completes data analysis and leads working sessions to develop processes, define roles and responsibilities, determine key metrics and KPIs, • Develops functional requirements and user stories • Builds process documents and collaborates with the Cloud Architect to ensure stories support the processes developed • Provides expertise including the development of communications plans, training needs analysis, organizational change management materials, training materials, and other support 	<ul style="list-style-type: none"> • Provides functional subject matter expertise to ensure the solution follows procedural and industry best practices • OCSD leverages their experience working on projects of similar size and scope
Contractor's Cloud Architect	<p>Works with OCSD to:</p> <ul style="list-style-type: none"> • Identify functional and technical requirements • Groom and size user stories • Manage daily sprint standups • Demo our product at the end of each sprint • Manages internal unit testing prior to OCSD UAT • Prepare OCSD for go-live by reviewing checklist and associated activities • Leads knowledge transfer activities between Contractor and OCSD 	<ul style="list-style-type: none"> • Ensures the solution follows technical best practices • Maintains an upgrade path and is Contractor quality checked • Helps OCSD evaluate the right places to develop and integrate with technologies outside of ServiceNow • Prepares OCSD so they can support the solution after the post go-live support period ends
Contractor's (Senior) Platform Engineer	<ul style="list-style-type: none"> • Works with Cloud Architect to configure, script, and develop solution based on requirements built and sprints defined between Contractor and OCSD • Mitigates defects that are found as part of unit testing and UAT. Participates and supports the migration of work completed to test and production environments • Primary support resource during post-go live period 	<ul style="list-style-type: none"> • Provides OCSD technical expertise to ensure a quality solution

OCSD Participation

Role	Description
County Project Manager	<ul style="list-style-type: none"> • Participate in project planning and kickoff meetings • Work with the Contractor Engagement Manager to validate and finalize the project plan • Collect data requested from OCSD team members to provide to the Contractor Engagement Manager • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the Project Kickoff meeting • Work with Contractor Engagement Manager to schedule sessions and participate as required • Work side-by-side with Contractor's Engagement Manager to ensure OCSD resources are available and present when required • Ensure all commitments needed from OCSD are met to completion and on time • Assist in coordinating resources for story grooming sessions • Collect and share feedback on stories from team and share with Contractor team • Ensure that specific tasks, such as validation of content and platform implementation, are accepted in a timely manner • Help document lessons learned to share in Project Close Meeting • Participate in Project Close Meeting
County	<ul style="list-style-type: none"> • Deliver a clear and consistent vision as well as messages of project objectives and goals throughout the duration of the project • Be a program champion across all organizations involved
County	<ul style="list-style-type: none"> • Representatives from each Department who have the authority to create new, or update existing, processes and procedures, that will supplement the successful implementation of the ServiceNow module • Representatives from each Department to validate and accept the final iteration of the ServiceNow module prior to go-live deployment
County Staff	<ul style="list-style-type: none"> • Participate in functional and technical requirements working sessions • Be key decision makers in these sessions to ensure that OCSD's functional and technical requirements are adequately represented, and decisions can be made in a timely manner
County Project Manager	<ul style="list-style-type: none"> • Responsible for the creation of OCSD test plan, cases, and scripts • Responsible for testing execution, and reporting and prioritizing all defects to Contractor project team for Contractor defect mitigation
County Technology	<p>Contractor's most successful engagements occur when we work hand-in-hand with system administrators who are familiar with the ServiceNow platform. OCSD's future ServiceNow system administrator(s) should be made available to:</p> <ul style="list-style-type: none"> • Review the work completed by Contractor • Help to lead acceptance testing and validation • Receive the proper training from Contractor's Architect

Deliverables Index & Acceptance Criteria

Contractor's pricing is dependent upon OCSD adherence to the to-be-finalized Project Plan. To ensure project activities remain on time, OCSD will provide a timely review, within three (3) business days, of any interim deliverables and/or work products (e.g. Process Guides, user stories, training materials). Any delay in this review due to OCSD availability and/or participation that

significantly impacts project progress and resource utilization may prompt Contractor to stop work. OCSD will provide timely acceptance, within five (5) business days, for any formal deliverables described in the Statement of Work. If there is no formal acceptance within this timeframe after two (2) documented attempts the deliverable will be deemed accepted.

#	Project Element	Deliverable	Acceptance Criteria / Deliverable Requirements
3.1 Project & Business Value Management			
1.1. 1.2	Project Set Up & Launch	Logistics Meeting(s) & Materials	Initial communication between Contractor and OCSD to discuss resource needs, Project Plan outline, working sessions dates, dependencies and more. One (1) MS PowerPoint presentation
1.3. 1.7	Project Set Up & Launch	Project Plan	Schedule of initial project tasks and other project- related activities. Revised as required across the course of our project delivery. One (1) MS Project file, or native.
1.4. 1.5	Project Set Up & Launch	Kickoff Meeting & Presentation	Presentation of project goals, scope, activities, timeline, and expected outcomes. One (1) MS PowerPoint presentation.
1.6	Project Set Up & Launch	Weekly Status Meetings & Reports	Weekly meeting of progress in accordance with Project Plan deliverable that summarizes risks, actions, issues, and decisions, as required. One (1) MS PowerPoint presentation, per week for project duration.
1.8	Project Set Up & Launch	CA Governance Meetings	Executive cadence between Contractor Senior Delivery resource and OCSD executive stakeholders to discuss team performance and mitigate challenges for a successful partnership.
1.9	Project Set Up & Launch	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to ensure acceptance of deliverables and confirmation of OCSD capability required for forthcoming project activities and tasks. One (1) MS Word document.
3.2 Agile-Based Implementation			
2.1	Discover: Requirements Gathering Workshops	Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined by Statement of Work.
2.2	Discover: Requirements Gathering Workshops	Process Guides	Process and business requirements including workflows, key activities w/narratives and roles and responsibilities documented in MS Word Document. Total of three (3) as defined by Statement of Work.
2.3	Discover: Requirements Gathering Workshops	User Stories	Solution design and detailed requirements groomed into user stories for the implementation of in scope ServiceNow modules. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.

2.4	Discover: Requirements Gathering Workshops	UX/UI Wireframes	Preliminary wireframes to showcase the user experience through black and white line art delivered as a low fidelity prototype. One (1) Web based URL.
2.5	Discover: Requirements Gathering Workshops	Creative Concepts	Two (2) creative concepts for the same key frame, based on the approved wireframes and current experience. One (1) Image or Web based URL.
2.6	Discover: Requirements Gathering Workshops	Final UI Concept	One of preceding two concepts finalized based on feedback, presented for final approval. One (1) Image or Web based URL.
2.7	Discover: Requirements Gathering Workshops	Detailed Design	Detailed design of Final UI Concept for any additional key screens. One (1) Image or Web based URL.
2.8	Discover: Requirements Gathering Workshops	Mobile Optimization	High fidelity prototype of optimized experience for native mobile. One (1) Image or Web Based URL
2.9	Discover: Requirements Gathering Workshops	Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities. One (1) MS Word document.
3.1	Design: Review & Acceptance	Sprint Plan	Sprint Plan based on prioritized work effort. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.
3.2	Design: Review & Acceptance	CVDM Gate Review & Design Approval	OCSD acceptance of solution design, i.e. stories and their prioritization, prior to respective sprints. One (1) MS Word document.
4.1	Create	Development Sprints, Testing, & Functional Demos	Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.
4.2	Create	CVDM Gate Review & Create Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories. One (1) MS Word document.
5.1	Evaluate: OCSD User Acceptance Testing (UAT)	UAT Guidance Sessions	Facilitated by Contractor's Advisor(s), these virtual sessions provide best practice and general recommendations on preparatory activities for OCSD completion of test plans, scripts, use cases, and/or facilitated support of OCSD native testing. Three (3) working sessions, NTE two (2) hours duration, each.

6.1	Evaluate: Contractor Defect Mitigation	Defect Mitigation	All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete.
6.2	Evaluate: Contractor Defect Mitigation	CVDM Gate Review & Solution Acceptance	County(s) acceptance of configured solution and applicable mitigated defects. One (1) MS Word document.
7.1	Realize: Knowledge Transfer	Technical Knowledge Transfer	Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build- logs documented against user stories. Delivered through one (1) working session, NTE four (4) hours in duration.
7.2	Realize: Knowledge Transfer	Advisory Knowledge Transfer	Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work. Delivered through one (1) working session per in scope process area, NTE one (1) hour in duration each.
8.1	Realize: Training Program	HR Agent Basics Train-the-Trainer Program & Materials	One (1) session, NTE four (4) hours in total duration facilitated for OCSD-identified training personnel and super user participants. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and three (3) Job Aids or Knowledge articles specific to HR Case Management.
8.2	Realize: Training Program	Role-Based Knowledge Session & Materials	One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and two (2) Job Aids or Knowledge articles specific to HR Knowledge Management
9.1	Realize: Go Live Checklist & Handover	Go Live Checklist	Go Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations. One (1) MS Excel file.
10.1	Realize: Go Live Hypercare Support	Go Live Hypercare Support	Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support. Native.
3.3 Project Close			
11.1	Project Close	Project Closeout Meeting & Report	Lessons learned, confirmed deliverables, and KPI checkpoint for the project. One (1) meeting, NTE one (1) hour. One (1) MS PowerPoint presentation.

VII. CASK Reserve shall provide the following

Cask Reserve is a system support designed to provide OCSD with a flexible resource and service model to accommodate varying and unique needs on the ServiceNow platform. Those needs may include: technical and process advisory, strategic consulting, architectural design, incident resolution, end user service requests, troubleshooting, maintenance, configuration changes, and development of enhancements to core platform capabilities and live production applications.

Cask Reserve is a fixed fee managed service that provides OCSD with access to all of Cask's ServiceNow certified professionals and skilled subject matter experts through a monthly fund allotment. Cask shall invoice OCSD for system support pursuant to the rates defined in Attachment B Compensation and Pricing Provisions, Section 2 Fees & Charges, Sub- Section C. System Support.

OCSD Responsibilities

- OCSD shall provide a named point of contact who will have overall responsibility for managing and coordinating the performance of the party it represents in a prompt and professional manner
- OCSD point of contact shall communicate no less than monthly with the SDM at regular intervals to review progress and resolve any issues relating to the Engagement
- OCSD shall provide the appropriate admin level access needed for the Cask Managed Services team

OCSD shall provide approval of the level of effort and scope of enhancements prior to development starting. Changes to scope after approval may impact the level of effort and time to completion

- OCSD shall be responsible to work with the SDM to ensure that there is an appropriate number of requests being entered to consume all the monthly contracted dollars
- OCSD shall be responsible for any configuration necessary outside of the ServiceNow platform related to current 3rd party integrations
- OCSD shall not alter Cask's update sets or configurations therein
- OCSD shall be responsible to have the required software and licenses needed to complete the effort and outcomes
- OCSD shall utilize the Standard ServiceNow role and object based access control model for securing individual data elements, records and tables to the appropriate logged in user
- OCSD shall notify Cask in advance of any planned changes to the ServiceNow System and or Platform
 - These changes include but are not limited to code changes, cloning in or out of the environment, installation of patches/upgrades
 - Cask and OCSD will need to have mutual agreement on the date/time of any ServiceNow system or platform changes to ensure that the changes do not impact this engagement
 - If changes are made without mutual consent, costs and timelines may be impacted
- System Access:
 - OCSD will provide Cask full access to the ServiceNow environment from Day 1 of the engagement, unless otherwise agreed
 - During the engagement, if other resources need to be brought on to satisfy the scope of work requested, OCSD will provide the requested access in a timely manner

- External Systems:
 - ServiceNow can connect to git-related repositories to manage versioning of built and deployed applications. OCSD will provide repositories and credentials to utilize this functionality for global and scoped applications

Assumptions

- IP based access controls are out of scope
- All Services shall be performed directly into OCSD's ServiceNow instance. At no time will Cask ingest any OCSD Data or hold any OCSD Data. All work shall be focused on OCSD's instance(s) of ServiceNow
- OCSD assumes and understands that ServiceNow is a cloud platform and may have known and unknown vulnerabilities. It is assumed that OCSD's IT Security team will be actively monitoring the system's access, patches, and vulnerabilities on an ongoing basis and has full responsibility for ensuring effective safeguards are in place and operational
- All work shall be completed remotely
- Cask Reserve shall be limited to operational work that does not require a project manager, doesn't have typical project elements such as strict deliverables and deadlines
- If an OCSD request involves a significant expansion of the platform, such as implementing/configuring a new module or product that is not currently implemented or in use, it will be scoped and sold separately from the Cask Reserve service. Any exceptions are subject to Cask approval.

VIII. Service Location, Contact and Business Hours

County of Orange
 Sheriff Coroner/Technology Division
 840 North Eckhoff St. Suite 104
 Orange, CA 92868-1051
 Ph: 714-704-7911
 Attn: Casey Ginther
 Email: CGinther@ocsheriff.gov

Work Hours & Days

- All work will be performed during normal business hours defined as Monday through Friday 8am – 5pm (Pacific Time) and excluding County holidays.
- Any work requested outside of normal business hours must be previously arranged and mutually agreed upon at least two (2) business days in advance.

County holidays are as follows:

New Year's Day	Martin Luther King's Birthday	Lincoln's Birthday
President's Day	Memorial Day	July 4 th - Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day & Friday after	Christmas Day	-----

- c. Attachment B, Payment and Compensation Provisions, Section 2. Fees and Charges, is amended in part as follows:

B. Payment Schedule for Milestones and Tasks

Pursuant to the following payment schedule, the County shall make payments upon completion of each Milestone within the specified time Duration (and no later than any Deadline)

Milestones and Tasks	Progress Payment	Amount	Status
Milestone 1 Contract Signature	20% payment	\$ 74,771.60	Completed
Milestone 2 Project Kick Off	20% payment	\$ 74,771.60	Completed
Milestone 3 Go Live Hand Over	20% payment	\$ 74, 771.60	Completed
Milestone 4 Project Close	40% payment	\$ 149,543.20	Completed

Milestones and Tasks	Duration	*Finish Date No later than	Status
Milestone 1 Contract Signature (Upon approval of the Board and final executing of contract)		Within 15 days	Completed
Contract Execution			
Logistic Meeting	2-3 hours		
Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.			
Milestone 2 Project Kick Off		Estimated date 5/1/23 (within 60 days)	Completed
Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.			
Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.			
Updated in accordance with project progress, as applicable.			
Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals			

Milestones and Tasks	Duration	*Finish Date No later than	Status
Milestone 2 Project Kick Off (cont.)		Estimated date 5/1/23 (within 60 days)	Completed
Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.			
Milestone 3 Go Live Hand Over		Estimated date 9/1/2023 (within 120 days)	Completed
Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state.			
Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) bus. days			
Milestone 4		Estimated date 10/22/23	Completed
Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.			

C. System Support

Rate Card—Effective through December 31, 2023

DIR Role	Hourly Rate
Program Manager	\$232.00
Engagement Manager (Service Delivery Manager)	\$211.00
Project Coordinator	\$138.00
Senior Advisor	\$291.00
Advisor	\$206.00
Cloud Architect	\$240.00
Senior Platform Engineer	\$214.00
Platform Engineer	\$178.00
Platform Administrator	\$141.00
Tech Writer	\$98.00

Modified Rate Card—Effective on January 1, 2024

DIR Role	Hourly Rate
Program Manager	\$227.00
Engagement Manager (Service Delivery Manager)	\$206.00
Project Coordinator	\$135.00
Subject Matter Expert	\$285.00
Senior Advisor	\$252.00
Advisor	\$202.00
Cloud Architect	\$235.00
Senior Platform Engineer	\$210.00
Platform Engineer	\$174.00
Platform Administrator	\$138.00
Tech Writer	\$96.00

Item	Associated Fee
Original Monthly Fee / Capacity:	\$31,323.00
Increased Capacity Fee per Month effective 1/1/24:	\$31,323.00
Modified Monthly Fee / Capacity effective 1/1/24:	\$62,646.00

This increase in capacity shall be effective January 1, 2024, and extend through the date of completion of the full three (3) year term of the Contract on April 30, 2026. The modified monthly fee increase and corresponding capacity shall be applied to the following quantity of months:

Item	Quantity of Months
Year 1 -- January 1, 2024 - April 30, 2024	Four (4) months
Year 2 -- May 1, 2024 - April 30, 2025	Twelve (12) months
Year 3 -- May 1, 2025 - April 30, 2026	Twelve (12) months
Total Applicable Months Subject to Increased Capacity Fees:	Twenty-Eight (28) Months

The increased monthly capacity fees applied to the applicable months shall therefore extend the cost of the effort as follows:

Capacity Fee per Month	Applicable Months	Fees
\$62,646.00	Twenty-Eight (28)	\$1,754,088
\$31,323.00	Eight (8)	\$250,584.00
		TOTAL
		\$2,004,672

Contract amount shall not exceed \$624,442 for the Contract term of March 28, 2023 through and including December 31, 2023

Contract amount shall not exceed \$1,754,088 for the Contract term of January 1, 2024 through and including April 30, 2026

If in the performance of work and due to circumstances unforeseen or unknown during the development of this Statement of Work and assumed effort, Contractor determines that the requested work cannot be accomplished in the hours detailed above, Contractor shall notify OCSD as soon as reasonably possible in writing with an estimate of the additional hours to complete the requested work in full. Upon receipt of such notification, OCSD and Contractor may modify the requested scope to define tasks that can be accomplished within the remaining work hours or extend Contractor's effort to accomplish the requested scope of work in full. Any modifications will be made by mutual agreement of the contracting parties through written contract amendment, which shall not be effective until executed by both Parties.

- OCSD is permitted to exceed the current month's funds by up to 10%. In doing so, OCSD may borrow funds from the next month's allotment, thereby reducing the following month's allotment of funds by the amount of overage incurred.
- As an alternative, OCSD may choose to incur an additional invoice for the overage fees. Overage which occurs during the final month of the subscription term will be invoiced separately.
- OCSD may carry over unused funds from the current month's funds to the next month, not exceeding 10% of the monthly allotment.

d. Attachment B, Payment and Compensation Provisions, Section 6. Payment, is amended in part as follows:

B. Payment Schedule for Milestone and Task – [Completed] Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Payment schedule for Milestone and Task will be submitted monthly in arrear 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 30 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.

2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page Follows-

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-23010500.

Contractor*| Cask NX LLC

By: [Signature] Title: President

Print Name: Mark Larsen Date: 11/28/2023

Contractor*| Cask NX LLC

By: [Signature] Title: President

Print Name: Mark Larsen Date: 11/28/2023

**If the contracting party is a corporation, (2) two signatures are required: (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, eachtime 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 demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: Liz Pejeau

Deputy

**County of Orange Contract #MA-060-23010500 with
CASK NX LLC pursuant to DIR Contract No. DIR-CPO-4706 for ServiceNow Support
Services, HR Integration and Cask Managed Services Support and Maintenance**

This Contract MA-060-23010500 is made and entered into upon execution of all necessary signatures between Cask NX LLC having its principal place of business at 8910 University Center Ln Suite 400, San Diego CA 92122 (referred as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as “County”) which are 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 incorporated by reference into this Contract:

- Attachment A - Scope of Work/Pricing
- Attachment B – Compensation and Pricing Provisions
- Attachment C - Texas Contract No. DIR-CPO-4706
- Attachment D – Campaign Contribution Disclosure Form

RECITALS

WHEREAS, the State of Texas Department, acting by and through the Department of Information Resources (hereinafter “DIR”), has issued a Master Price Agreement as Contract No. DIR-CPO-4706 and Cask NX LLC (hereinafter “Successful Respondent”), through its program now in effect from November 15, 2022 through and including November 15, 2024; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the Texas DIR-CPO-4706; and

WHEREAS, Contractor is willing to provide the services specified in this Contract to the County of Orange, Sheriff-Coroner Department;

NOW, THEREFORE, the parties mutually agree:

DEFINITIONS

“State of Texas” and “State” as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the Texas DIR-CPO-4706 from the Contractor, hereinafter referred to as “Services” as more fully detailed in **Attachment A, Scope of Work.**

2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.
3. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including April 30, 2026 , unless otherwise terminated by County. The term of this Contract exceeds the term of the Texas DIR-CPO-4706, as permitted by Texas DIR-CPO-4706, Appendix A, Section 4.5 Survival. Contractor agrees to perform services specified herein beyond the termination of the Texas DIR-CPO-4706 to April 30, 2026. Contract may be renewed upon mutual agreement of both Parties and upon successful renewal of the Texas DIR-CPO-4706. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.
4. **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.
5. **Compensation & Payment:** Contractor agrees to provide services in connection with the Texas DIR-CPO-4706 as set forth in Attachment A, Scope of Work, at the rates specified in Attachment B, Compensation and Pricing Provision. The maximum amount of compensation under this Contract shall not exceed the amount of \$1,501,486 for the contract term.
6. **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.
7. **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.
8. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further

period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

1. Cancel the stop work order; or
2. Terminate work covered by the stop work order as provided for in the "Default" or "Termination" clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination" the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

9. **Invoicing:** Vendor shall reference Contract Number MA-060-23010500 on all invoices. Payment will be net 30 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.

Invoices shall be submitted to the following location:

County of Orange
 Sheriff Coroner/Technology Division
technologyinvoices@ocsheriff.gov

10. **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 trial to another county.
11. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: Cask NX LLC
 8910 University Center Ln, Suite 400
 San Diego CA 92122
 Attn: Lauren Ries
 Ph: 619-379-2041

For County: County of Orange
 Sheriff-Coroner Department/Purchasing Services Bureau
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Maria Ayala,
 Supervising PCS
 Ph: 714-834-6360

12. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase 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, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and

conditions as set forth herein for Contractor.

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 (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 current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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 the Contractor shall provide the

minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Employers Liability Insurance	\$1,000,000 per occurrence
Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims-made

The Network Security and Privacy Liability policy 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, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing 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.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees 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 the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions Liability and Network Security & Privacy Liability is/ are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 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 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 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.

13. **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. Contractor represents and warrants to the County that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all material respects with the specifications and will be performed to the County's satisfaction in each case for a period of thirty (30) days from the date of Acceptance ("Warranty Period"); unless actions of the County, or other party, cause any warranty issue, Contractor will promptly correct and redeliver the affected Service at no additional charge to the County, within a reasonable period of time; any service with respect to Contractor deliverables provided by Contractor after the Warranty Period shall be provided in accordance with the terms of this Agreement executed by the parties; Contractor warranty excludes remedy for damage caused by abuse by the County or modifications not made by Contractor or improper use to the extent that such maintenance is not the responsibility of Contractor hereunder; and (c) the Services and Deliverables, and the County's use thereof, do not and will not infringe any Intellectual Property Right of any third party arising under the laws of any jurisdiction.
14. **Indemnification:** Except as provided in Sections 15 and 17 below, 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.

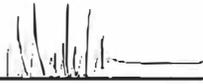
15. **Limitation Of Liability:** Except as provided in Section 17 below, Contractor’s maximum liability to the County arising for any reason relating to Contractor’s performance of services under a work order shall be limited to the amount of fees paid to Contractor for the performance of such services under the applicable statement of work in the twelve (12) months immediately preceding such claim. Except for obligations to make payment, indemnification obligations, liability for breach of confidentiality, or liability for infringement of intellectual property rights, in no event will either party be liable to the other party for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
16. **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. Contractor shall protect all County and County-related records and information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
17. **Default – Reprourement 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 but shall not exceed 120% of fees for the non-conforming section. This is in addition to any other remedies available under this Contract and under law.
18. **Dispute Resolution:** The parties agree to take reasonable steps to amicably resolve any dispute under this Agreement through normal communication and negotiation, to include a meeting between nominated manager(s) and/or executives(s) of each party to attempt to resolve the dispute prior to any legal action. The following procedures are the sole methodologies to be used to resolve any controversy or claim (“dispute”). In the event any dispute arises between the parties with respect to the interpretation of this Agreement or with respect to the performance of either party, the parties shall first seek to resolve such dispute by negotiations between senior executives who have authority to settle the dispute.

When a party believes there is a dispute relating to the Agreement, such party shall give written notice of the dispute to the other party or parties subject to the dispute. The senior executives shall meet promptly after the date of such notice and shall attempt in good faith within forty-five (45) days after the date of such notice to resolve the dispute prior to initiating litigation with respect to such matter. Notwithstanding the foregoing, if no such resolution is reached within such forty-five (45) days, then any party may initiate any proceeding or pursue any remedy it deems appropriate.

Signature Page

The Parties hereto have executed this Contract# MA-060-23010500 on the dates shown opposite their respective signatures below.

Contractor*: Cask NX LLC

By:  Title: Manager

Print Name: Mark Larsen Date: 03/07/2023

Contractor*: Cask NX LLC

By:  Title: Manager

Print Name: Mark Larsen Date: 03/07/2023

**If the contracting party is a corporation, (2) two signatures are required: (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 demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Purchasing Manager

Print Name: Verrita Towers Date: 3/28/23

Approved by the Board of Supervisors: 3/28/23

Approved as to Form
Office of the County Counsel
Orange County, California

By: Annie Loo Deputy



Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County
Counsel, ou,
email=annie.loo@co.co.ca.us,
v.com, c=US
Date: 2023.03.08 19:54:05
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ATTACHMENT A Scope Services

I. Scope of work:

Contractor shall provide associated professional services to the Orange County Sheriff's Department (OCSD) to support the phased deployment and maturation of the ServicesNow Human Resources Service Delivery (HRSD) Module. HRSD phase 1 shall fully detail the activities, tasks, deliverables, roles and responsibilities, assumptions and exclusions of contractor's effort as follows:

1. **HR Core, Case & Knowledge:** Contractor shall leverage existing and accessible systems of record to populate user profile data attributes, establish groups and permissions to complete core configuration of OCSD ServiceNow HR Service Delivery (HRSD) application.

Contractor shall establish a foundational HR case management process, with correlated case types and HR workspace(s) for three (3) to five (5) centers of excellence. This will be combined with HR Knowledge Management to establish secure self-service capabilities for both HR internal and HR external/customers.

2. **Onboarding MVP:** Contractor shall deploy the HRSD Enterprise Onboarding lifecycle event to build a minimum viable product (MVP) that digitizes the enterprise steps, tasks, and applicable assignees of the personnel applicant onboarding process, with additional effort allocated for sworn personnel specific requirements.
3. **User Experience / User Interface (UX/UI):** Contractor shall design and create an intuitive user experience for internal personnel and onboarding applicants leveraging out of box features of Employee Center Pro.

II. Approach and Scope: Scope Summary

The following provides a list of the application / process, data migrations, integrations, or other components that are in-scope of this project. Due to the vast nature of the platform, any application process / sub-process components, data sources, integrations, or any components that are not specifically listed are considered out-of- scope.

HRSD: Phase 1
• HR Core Configuration & Data Integration
• Case Management, Agent Workspace & HR Services
• HR Knowledge Management
• Enterprise Onboarding
• Employee Center Pro

III. Delivery Approach:

Contractor shall deploy standard Cask Value Delivery Methodology (CVDM). This agile-based approach integrates ServiceNow's Now Create implementation methodology.

The goal of CVDM is to achieve and sustain transformational results on the ServiceNow platform for clients. This is realized by an integrated, client-focused team that spans account management, engagement management, business and technical subject matter expertise, as well as senior delivery oversight and guidance. Team roles and responsibilities are detailed in Section VI. of this Scope of Work (SOW).

Figure 1, below, highlights the Stages of CVDM and their respective focus and related major activities.



- **Envision:** Solution discovery, capability alignment, and delivery plan agreement
- **Discover:** Current state assessment, data collection and requirements gathering
- **Design:** Solution design, story writing, sprint planning and design approval
- **Create:** Configuration and development, unit testing
- **Evaluate:** UAT enablement, OCSU UAT, and validate production readiness
- **Realize:** Training and Knowledge Transfer, release to Production
- **Transition:** Post go live operational support, share outcomes and lessons learned

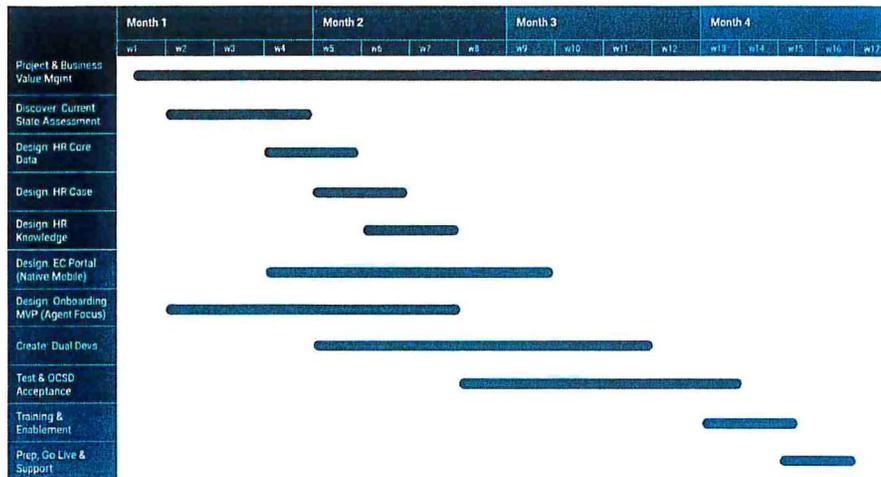
Progression from Stage to Stage encompasses a CVDM Stage Gate, or CVDM Gate Review. CVDM Gate Reviews, detailed as deliverables in the SOW below, are critical to ensuring shared understanding, expectations, and team readiness. With CVDM Gate Reviews, Contractor will acquire OCSU acknowledgement and/or acceptance, as required by Stage activities, for delivery activities to advance. For example, a CVDM Gate Review to advance from Discover to Design Stages ensures that originally scoped estimates are still achievable once the full detailed requirements are captured.

This CVDM Gate Review permits the delivery team to make decisions about scope and next steps in alignment with all the available information, and modify this SOW through a written contract amendment request, as necessary, to reflect changes in client and/or project team needs, objectives, capabilities, and/or timeline.

IV. Project Timeline:

Contractor effort shall apply CVDM to a hybrid, agile-based delivery approach. Contractor's proposed activities and schedule are tailored to optimize business outcomes, time, cost, and risk. Contractor delivery represents a time-boxed period in which we will deliver specific and measurable outcomes in alignment with OCSU business priorities and technical requirements.

Project shall take approximately four (4) month for end-to-end project completion. Figure above illustrates how CVDM activities are aligned to representative implementation timeline, with major activities, tasks and deliverables fully described in Section III. Contractor understands that



This approach provides shared project planning and business value management activities that will organize and monitor the delivery of agile-based, concurrent functional areas. Each functional area includes: discover and design tasks, sprints planning and development tasks, and unit testing tasks. Project activities then reconvene to ensure singular focus on User Acceptance Testing (UAT), solution acceptance, and enablement.

V. Contractor Personnel:

Contractor shall use reasonable efforts to ensure the continuity of personnel assigned to perform Services under any SOW. Contractor shall not reassign or otherwise remove any of its personnel assigned to perform Services under without OCSD's prior written consent; provided, however, that Contractor may replace or reassign personnel, without OCSD's consent in case of: (a) termination of employment; (b) illness, death, and other personal and compassionate reasons; or (c) OCSD placing a temporary freezes, hold, or pause for ten (10) business days or more, and OCSD understands Contractor resources/Personnel assigned may not be available to complete the Services under such SOW at such time when the freeze, hold, or pause is lifted ("Permitted Replacement"). In the event of a Permitted Replacement, Contractor shall promptly notify OCSD and replace such personnel with person(s) with equal qualifications to continue such work.

If OCSD determines that Contractor personnel assigned to the project do not exhibit the knowledge, skills, abilities and other qualities necessary to ensure timely and successful completion of deliverables and other work related to the project, OCSD will provide written notice, identifying the personnel to be replaced and a justification for replacement. Contractor and OCSD will work together to resolve the issue to OCSD's satisfaction. This may include reassigning the person or persons to a more suitable task area on the project and replacing the reassigned person with a more qualified, experienced individual, or removing the person from the project entirely and replacing them with a qualified replacement. Additionally, if such a reassignment occurs, OCSD understands that it could take up to thirty (30) days to re-staff the project and resume work.

VI. Project Set Up & Launch:

Within four (4) weeks of a executed Contract, Contractor's Engagement Manager shall jump-start project with a series of Initiation Meetings. These preliminary conversations are strictly with the Contractor's project team and OCSD-provided Project Lead(s). The activities performed during these initial conversations include:

- Review and finalize the Project Plan, including:
 - Schedule, “locking in” dates for the engagement
 - Work Breakdown
 - Resource Plan
 - Budget Plan
 - Definition of Done/Ready
 - Project RACI
- Validate and schedule resources (e.g. attendees) for Kickoff Meeting
- Schedule resources and confirm resource readiness for Workshops

During these logistics conversations, Contractor’s Engagement Manager will also schedule the weekly status meetings with OCSD stakeholders. This virtual meeting will review Contractor’s prepared written Weekly Status Report (WSR). The WSR will be submitted to the OCSD Project Lead(s) following each weekly meeting. Should the weekly meeting be canceled by OCSD, the Contractor’s Engagement Manager shall submit the report no later than close of business on Friday. The WSR shall:

- Communicate project status by measuring, tracking, and evaluating progress against the Project Plan
- Highlight tasks or milestones that are not on schedule; provide a resolution plan to return to the planned schedule; or re-baseline
- Highlight critical risks or issues, including proposed and actual resolutions
- Identify key decision points that need to be reviewed and evaluated by leadership
- Track and report all outstanding action items, identify resources, and track/report the status of all open action items
- Maintain history of closed action items, including the due date and point of contact responsible for execution
- Anticipated tasks to be completed the next week

Project Set Up & Launch activities also incorporate the identification of key project leaders and the scheduling of your governance meetings with your Client Architect (CA). CA Governance provides an additional layer of oversight via OCSD executive stakeholders’ direct engagement with your Contractor senior delivery leadership representative. This higher tier of synchronization maintains an open dialogue with a results-focused emphasis on long-term goals, objectives, and realized value.

Your CA will facilitate an additional bi-weekly (or monthly) virtual meeting for the duration of the project to ensure our team not only executes the project plan, but works well with you as a valued, trusted resource. This checkpoint covers:

- Contractor performance
- Staffing and key personnel feedback, delivery team fit
- Successes and challenges
 - Issue escalation
 - Risk escalation
 - Proposed resolutions / actual resolutions
- Contractor feedback
 - OCSD personnel participation and commitment
 - Areas identified where Contractor needs more attention and/or support from OCSD for contractor project’s success

Alongside these activities, the Contractor’s team is simultaneously preparing for Kickoff, for which contractor will request all key stakeholders and project participants are present.

During the Kickoff contractor will introduce and review:

- Contractor Project Team
- Project Plan
- Project Scope
- Project Deliverables
- Baseline Data / Metrics
- Project Definition of Success

After Kickoff, the Contractor's team completes a CVDM Gate Review with County. This will confirm that expectations for this Stage of contractor project are clearly shared before advancing to solution design activities. With County's approval, contractor's combined effort is ready to advance to the next component of delivery.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
1.1	Logistics Meeting Materials	Initial communication between Contractor and OCSD leads; discussion of Project Plan and project Kickoff.	One (1) Microsoft (MS) PowerPoint file
1.2	Logistics Meeting(s)		Meeting, not to exceed (NTE) two (2) hours
1.3	Project Plan	Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.	One (1) MS Project file, or native
1.4	Project Kickoff Meeting Materials	Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.	One (1) MS PowerPoint file
1.5	Project Kickoff Meeting		Meeting, NTE two (2) hours
1.6	Weekly Status Meeting & Report (WSR)	Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.	Meeting, NTE one (1) hour, weekly. One (1) MS PowerPoint file, weekly
1.7	Project Plan Revisions	Updated in accordance with project progress, as applicable.	One (1) MS Project file, or native
1.8	CA Governance Meeting	Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals	Meeting, NTE one (1) hour, biweekly or monthly

1.9	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks	One (1) MS Word document
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Contractor's Engagement Manager will additionally work with OCSD's designated point(s) of contact to collect available, relevant documentation including, but not limited to, the following to complete our initial discovery:

- Organizational charts that identify stakeholders, platform owners, process owners, and system administrators
- Current state process, workflow, and/or policy documentation
- Platform governance documentation
- Architectural diagrams
- Technology reference guides
- Requirements workbooks

Design: Requirements Validation & Solution Design

As part of the Discover activities, Contractor will elicit requirements, solution and integration design, finalize design review, and complete client acceptance activities.

Given the ongoing impact of the pandemic on OCSD and Contractor operations, Contractor assumes all work will be completed remotely. Contractor will therefore facilitate a series of remote workshops, detailed below, to complete in-scope design and requirements gathering for each functional area. These sessions will help ensure our design meets your business needs and will incorporate the following high-level activities:

- Review of best practices as a baseline for process design
- Develop process workflow, identify key activities, handoffs and information exchanges
- Identify roles and responsibilities, including a RACI
- Identify metrics necessary for ongoing performance management of the process
Service Level Agreements' (SLAs) requirements for in scope processes
- Out-of-box reporting and dashboarding configuration for in scope processes

Session duration for each workshop below refers to the approximate amount of time anticipated to facilitate requirements gathering for in-scope areas. Working sessions may be split into multiple sessions across multiple days to accommodate OCSD and Contractor resources' availability and operations.

Workstream 1: Workshops

HRSD / Core Configuration			
Activity Duration:	NTE one (1) week	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • System(s) of Record technical representation 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor
In Scope Activities:	<p>Core configuration of ServiceNow's HRSD module will include requirements gathering specific to the following features and functionality:</p> <ul style="list-style-type: none"> • Enable HR plugins • Turn on/off properties for HR skills, escalation rules, OOB groups not being used • Adjust notifications based on Centers of Excellence determined in scope • Set up access/permissions for HR based security • Creation of groups for routing & case managements • Gather requirements to integrate with OCSD-provided system(s) of record for the purposes of creating and populating User Records and HR Profiles, including but not limited to: <ul style="list-style-type: none"> ◦ Determine the nature of each integration; one-way, two-way, link, etc. ◦ Determine the technology needed to complete the integration; SOAP, REST API, existing ServiceNow integration / plugin, Integration as a Service (IaaS) provider, other ◦ Data source configuration and any required credentials ◦ Data flow(s), workflow(s) / automation(s)/ frequency/ triggers ◦ Data transformation and mapping needs ◦ Validation checks ◦ Table creation / modification ◦ Configurations 		
Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Contractor assumes that because OCSD is already leveraging ITSM on the ServiceNow Platform, core platform setup and configuration is completed and would not be required in this engagement • Contractor has allocated one (1), one-week sprint for HR Core Configuration. <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize data sources and technical approach for user creation and authentication, User Record and HR Profile attributes ◦ The final scope will be dependent upon Discover and Design activities; completeness, correctness, and availability of OCSD- furnished systems of record; and final OCSD approval <p>Lack of OCSD availability may impact project timelines and cost</p>		

Output:	<ul style="list-style-type: none"> • Requirements User Stories and Test Criteria • OCSD Acceptance 		
HRSD / Case Management & Agent Workspace			
Activity Duration:	NTE two (2) weeks	Workshop Duration:	NTE eight (8) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Service Owners / COE Leaders 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor
In Scope Activities:	<ul style="list-style-type: none"> • Establish the security model, access model, categorization model, and taxonomy for HR Cases • Establish organization-wide case management standard processes • Enable out of box reports and dashboards for HRSD, with the addition of KPIs / metrics and measurements for managing workflows and setting employee expectations and for dashboard creation (up to 3 dashboards with up to 5 indicators / reports each) • Capture detailed standard requirements with OCSD for overarching HR case management processes and service-agnostic requirements for HR service delivery for initial implementation, including: <ul style="list-style-type: none"> ◦ Standard intake data requirements escalation from shared services (as applicable) to COE team members ◦ Service Level Agreements (SLAs) ◦ Notifications / alerts ◦ Tasks ◦ Approvals • Identify functional and technical requirements for case forms, intake, escalation and resolution • Identify requirements for configuration of HR Agent Workspace including: <ul style="list-style-type: none"> ◦ Branding & Theming ◦ Tab Settings ◦ List Settings ◦ Forms ◦ Response Templates ◦ Fulfillment Instructions • Identify top priority HR COEs and general case intake form to support HR personnel adoption of in-platform case management • As noted below, Contractor has allocated a one (1), weeklong sprint for HR Case Management, Agent Workspace, and HR Services, combined <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Case Management and HR Services stories within the in-scope effort ◦ This SOW therefore does not include a set quantity or complexity of HR Services to be developed, as our final scope is dependent upon Discover and Design activities and final OCSD story approval • Contractor will emphasize the identification and approved development of standardized, scalable and maintainable workflow opportunities 		

Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes Case Management outside of the HR Scoped application • Excludes inbound email action, e.g., email trigger case creation • Contractor has allocated one (1), one-week sprint for HR Case Management and HR Services. The intent of this SOW is to support OCSD HR personnel to migrate from email, in-person, and other manual case intake methods to managing HR requests on platform <ul style="list-style-type: none"> Contractor and OCSD will together prioritize Case Management, Agent Workspace and HR Services stories within this one (1) sprint effort The final HR Case Management scope will be dependent upon Discover and Design activities, prioritized HR Services, and final OCSD approval • Contractor assumes that OCSD's ITSM application houses one or more catalog items/requests related to the facilitation of new hire Onboarding. Modification of these existing components and/or net new creation of IT Onboarding catalog items/requests is excluded from Contractor's efforts. <p>The following definitions apply to HR Service complexity:</p> <ul style="list-style-type: none"> • Simple: No code, simple approval, simple task assignment, 10 or less variables, uses OOB notifications • Medium: Low code, some dependencies on other tables or data (that already exists, < 10), multiple tasks (<10), more than one path (<3), multiple approvals (<5) with simple approval logic, more complicated form design with many UI policies, some adjustments to notifications • Complex: Code intensive. references to other data and tables, utilizes custom tables, complicated fulfillment process, multiple paths, complex approvals, rollbacks, multiple tasks, custom fields, complex form design with client scripts, customized notifications and recipients, as defined by Contractor 		
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements) 		
HRSD / HR Knowledge Management			
Activity Duration:	NTE one (1) weeks	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Knowledge Mgmt. Process Owner / Manager(s) • ITSM Knowledge Management Process Owner / Manager(s) 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor

In Scope Activities:	<p>Contractor assumes that OCSD will follow one (1) Knowledge Management process for HR across employee / applicant and internal customer knowledge bases. A combined process is recommended to reduce process complexity and streamline platform governance, in accordance with ServiceNow best practice.</p> <p>As such, this working session is facilitated to discover the following requirements:</p> <ul style="list-style-type: none"> • Ensure a Knowledge taxonomy that is in alignment with HR case process, structure, privacy, security, and categorization • Gain consensus on a single, standardized Knowledge Management processes that supports specific cultural and organizational needs, balanced with leveraging the out-of-box technology capabilities to their fullest potential • Identify process owners, and all key stakeholders in RACI format • Additional requirements gathering covers: <ul style="list-style-type: none"> ◦ Knowledge article forms / templates ◦ Stages and life cycle including workflows enabling: <ul style="list-style-type: none"> ▪ Submission, Publishing, Review, Retirement ◦ Notifications ◦ User criteria structure for access ◦ Knowledge bases for end-user and internal HR Consumption (policies, procedures, etc.) • Identify sources for Knowledge Articles based on existing sources of relevant information
Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes the creation and loading of Knowledge Articles • Excludes any modification or reconfiguration of existing IT and other Knowledge bases • Excludes customization of Knowledge Management features and functionality
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)

Workstream 2: Workshops

HRSD / Enterprise Onboarding MVP			
Activity Duration:	NTE three (3) weeks	Workshop Duration:	NTE sixteen (16) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • Applicant onboarding process owner(s) • Applicant onboarding Fulfiller representation 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor • UX/UI Advisor, consulted
In Scope Activities:	Contractor assumes the our scope of work for the applicant onboarding MVP will be focused on digitizing the currently-manual checklist of activities, steps,		

	<p>tasks, and their applicable assignees into a single, foundational workflow by leveraging HRSD Lifecycle Event Activities, which are groups into Activity Sets.</p> <p>Contractor further assumes that both sworn and administrative personnel will follow one (1) foundational, enterprise onboarding process, with sworn personnel then requiring additional tasks and activities specific to their roles. Contractor's scope of work and level of effort therefore considers the anticipated complexity of sworn personnel onboarding, with administrative personnel leveraging applicable process components. The design and configuration of two distinct onboarding processes is out of scope.</p> <p>Requirements gathering will therefore focus on the following activities for our MVP:</p> <ul style="list-style-type: none"> • Identifying and correlating OCSD personnel applicant onboarding tasks and activities with out of box HRSD Activity Sets • Activities may include but are not limited to the following: <ul style="list-style-type: none"> ◦ HR Case creation including intake forms ◦ Employee Tasks ◦ Fulfiller Tasks ◦ Approval ◦ Notification ◦ Schedule Content ◦ Link to or trigger the workflow of existing ITSM Catalog Items/Requests related to Onboarding <p>There may be activities related to Onboarding that require the use of one or more HR Services (a user facing form that triggers case creation and subsequent workflow) either by the applicant or an OCSD HR agent. The scope of work for Onboarding HR Service development will be limited to simple complexity (as defined below), and only that which is required for the Onboarding Lifecycle Event.</p>
<p>Exclusions, Constraints & Assumptions:</p>	<ul style="list-style-type: none"> • Excludes the creation and/or modification of IT catalog requests • The following definitions apply to Onboarding HR Service complexity: <ul style="list-style-type: none"> ◦ Simple: No code, simple approval, simple task assignment, 10 or less variables per form (record producer), uses OOB notifications ◦ Medium: Not applicable ◦ Complex: Not applicable • Workstream 2 effort excludes creation of HR Services not required for the applicant Onboarding process • Assumes OCSD has no existing HR services within ITSM catalog • Contractor has allocated four (4), one-week sprints for HR Onboarding MVP. The intent of this SOW is to support the foundational migration of this applicant onboarding process to the ServiceNow platform. Therefore: <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Onboarding stories within the four (4) sprint effort ◦ The final Onboarding solution scope and capabilities will be dependent upon Discover and Design activities, prioritized onboarding requirements, and final OCSD approval

Output:	<ul style="list-style-type: none"> • Base Onboarding Process Documentation • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)
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Workstream 3: Workshops

HRSD / Employee Center Pro			
Activity Duration:	NTE six (6) weeks	Workshop Duration:	NTE twenty (20) hours
OCSD Participants:	<ul style="list-style-type: none"> • HR Service Owners / COE Leaders • Platform Owner • System Administrator(s) • Communications Stakeholder(s) • Branding Stakeholder(s) • ADA compliance representation 	Contractor Participants:	<ul style="list-style-type: none"> • UX/UI Senior Advisor • Consulted: <ul style="list-style-type: none"> ▫ HRSD Senior Advisor ▫ HRSD Cloud Architect ▫ HRSD Advisor
In Scope Activities:	<p>Contractor assumes the initial release of the Employee Center Pro (EC Pro) Portal will be intended for the following audiences: personnel onboarding applicants, OCSD HR personnel, OCSD internal personnel.</p> <p>Contractor's UX/UI specialist will facilitate a series of design sessions to:</p> <ul style="list-style-type: none"> • Discuss EC Pro portal vision for applicant onboarding, HR personnel, and OCSD personnel • Review current taxonomy structure, and branding & identity guidelines • Review common use cases by major audience / persona • Review any existing similar services to benchmark what resonates with OCSD as a team and organization <p>Ongoing sessions will iteratively review UX/UI design for Final Concept. Activities will include presentation of and feedback gathering across:</p> <ul style="list-style-type: none"> • Enterprise Taxonomy recommendations • Two (2) creative concepts of onboarding persona homepage • Selection and finalization of onboarding persona homepage Final Concept, presented for OCSD final approval • Detailed design of Final Concept for unique screens • Optimization for responsive mobile browser experience <p>Requirements gathering will also include applicable technical requirements, including but not limited to:</p> <ul style="list-style-type: none"> • User data, single sign on capabilities, and other relevant requirements • Out of box and advanced / custom widgets • Expectations of maintenance for each widget 		

<p>Exclusions, Constraints & Assumptions:</p>	<ul style="list-style-type: none"> • The scope of Contractor's Workstream 3 UX/UI design and create effort will be limited by available, in-scope hours. Design activity meetings are NTE twenty (20) hours. Contractor has allocated four (4), one-week sprints for EC Pro development. <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize UX/UI requirements and stories within this effort ◦ The EC Pro scope will be dependent upon Discover and Design activities and final OCSD approval ◦ Contractor assumes that the overall branding and style guide for OCSD will remain consistent across all portal pages including those visible to applicants and active employees alike • Portal Widget Requirements <ul style="list-style-type: none"> ◦ OCSD will select from the available out of box widgets that are delivered with Employee Center Pro, with the exception of one (1) custom widget for the specific use case of Reference Letter Status visible by the applicant in onboarding. ◦ Assumes the potential to create up to three (3) custom tables depending on the detailed requirements by OCSD. • Contractor assumes the following approach to facilitate appropriate portal access for users: <ul style="list-style-type: none"> ◦ Employee Center will be made available to all OCSD users, inclusive of Both active employees and applicants going through the background/onboarding process ◦ The user data provided by OCSD will clearly delineate a user who is an applicant from an active employee. ◦ Employee Center configuration will use criteria from the user record and HR profile (e.g. applicant vs. active employee) to drive conditions for which types of users can see which content/widgets on the portal ◦ In order to facilitate the appropriate portal login process, OCSD will need to provide applicants with a local login to Employee Center. Once an applicant is converted to an active employee and their user account has been updated by Active Directory, OCSD will need to provide the new hire with a SSO enabled login. • EC Pro design and development scope will be limited to HR topics areas; Non-HR topic areas and portal pages are not in scope. • Excludes the configuration of ServiceNow NOW Mobile app experience • Contractor level of effort assumes our scope will further exclude the following: <ul style="list-style-type: none"> ◦ Communities ◦ Employee Forums ◦ Live Chat (includes Connect Chat capabilities) ◦ Custom layouts that affect search functionality ◦ Automated Tasks related to external integrations ◦ Additional table creation more (3) ◦ Enterprise Search with external content ◦ Global Deployments ◦ Language Pack configuration ◦ Content Publishing / Delivery workflows ◦ Agent Intelligence (AI Search) ◦ System Status / Alerts / Banner ◦ Advanced/complex Curated than three Content Experiences
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Output:	<ul style="list-style-type: none"> • Taxonomy Recommendations • Creative Concepts and Final Concept • Detailed Design and Mobile Optimization • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)
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Contractor and OCSD progression from Discover to Design activities marks our team's advancement to requirements validation; specifically, collaboratively ensuring that the current state, notional requirements, and desired future state aligns with our in scope schedule and effort. County approval for this CVDM Gate Review will confirm that no adjustments to follow-on activities are required in order for delivery activities to proceed.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
2.1	Process Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.	Virtual meetings, as defined above
2.2	Process Guides	Base documented process, including flow(s), roles, recommended SLAs and metrics in the context of strategic objectives and best practice for the following areas: <ul style="list-style-type: none"> • HR Case Management • HR Knowledge Management • Onboarding Documentation 	One (1) Microsoft (MS) Word file each, for a total of three (3)
2.3	User Stories	Documented business requirements in the form of user stories with acceptance criteria for the following areas: <ul style="list-style-type: none"> • HR Core Configuration & Data Integration • Case Management, Agent Workspace & HR Services • HR Knowledge Management • Enterprise Onboarding • Employee Center Pro 	Native; or one (1) MS Excel file each, for a total of five (5)
2.4	Taxonomy & Mega Menu	Textual architecture map of knowledge and services; aligned with current state experience and industry best practices	MS Word or PDF file
2.5	Creative Concepts	Design and present 2 hi-fidelity creative concepts for the same key frame	Web based URL or image
2.6	Final UI Concept	Based on feedback, update one of the concepts and present for final approval	Web based URL or image
2.7	Detailed Design	Once the concept is approved, conduct detailed design for any additional key screens	Web based URL or image
2.8	Mobile Optimization	Optimize the experience for native mobile browser via high fidelity prototype	Web based URL or image

2.9	CVDM Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities	One (1) MS Word document
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Design: Review & Acceptance

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
3.1	Sprint Plan	Sprint Plan based on prioritized work effort. Serves as primary requirements document for application implementation	One (1) MS Excel file, or native
3.2	CVDM Gate Review & Design Approval	County acceptance of solution design, i.e. stories and their prioritization into sprints, for in scope functional areas	One (1) MS Word file

Create

Once requirements are recorded as stories within the ServiceNow Agile application and sprints are planned, Contractor will perform agile-based platform implementation activities using a sprint-based schedule.

Contractor executes development sprints that are five (5) days in length each. Our scope of work includes eleven (11), one-week sprints as detailed below.

Implementation Task	# of Sprints
HR Core Configuration & Data Integration	One (1) Sprint
Case Management, Agent Workspace & HR Services	One (1) Sprint
HR Knowledge Management	One (1) Sprint
Enterprise Onboarding MVP	Four (4) Sprints
Employee Center Pro	Four (4) Sprints
Total Sprints:	Eleven (11) Sprints

Contractor will perform unit testing at the end of each sprint. Each sprint will include the following types of unit testing:

- Unit testing of individual processes and transactions
- System testing of all processes, integration, interfaces, and data conversion / migration
- Methods for verifying the accuracy of information relative to transaction processes, interfaces, data conversion, reports, account history, notes, and ad-hoc reporting.

Contractor will perform all testing within the test environment. Our functional testing includes all user stories against acceptance criteria prior to OCSU UAT. Any and all defects found during Contractor testing will be fixed prior to UAT.

No Performance Testing will be conducted during this implementation, as performance and availability levels are guaranteed by ServiceNow.

Each sprint will also include a product demonstration, giving OCSD continuous visibility into Contractor development of your solution. After each sprint, Contractor facilitates another sprint planning session where stories may be added and reprioritized in light of OCSD feedback.

Contractor's Engagement Manager will coordinate all relevant story acceptance, sprint planning, and sprint demo meetings with the OCSD Project Lead(s).

After the final sprint, Contractor will then facilitate a final product demo. The final demo will be combined with a CVDM Gate Review in order to transition from agile development across functional areas to converged solution acceptance activities.

Final Sprint Product Demo Deliverables

#	Deliverable	Description & Business Value	Format
4.1	Development Sprints, Testing, & Functional Demos	Execution of sprints to complete prioritized development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.	Native sprints and testing. Demo meetings are NTE one (1) hour weekly
4.2	CVDM Gate Review & Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories	One (1) MS Word document

Evaluate: OCSD User Acceptance Testing (UAT)

#	Deliverable	Description & Business Value	Format
5.1	UAT Guidance Sessions	Best practice recommendations and/or facilitated UAT support with Contractor team members to aid in OCSD completion of OCSD test plans, scripts, use cases, and native testing	Three (3) working sessions, NTE two (2) hours duration each

Evaluate: Contractor Defect Mitigation

#	Deliverable	Description & Business Value	Format
6.1	Defect Mitigation	Mitigation of defects that are associated with user stories and requirements. Once all defects have been mitigated the solution configuration work is considered complete.	Native
6.2	CVDM Gate Review & Solution Acceptance	OCSD acceptance of completed sprints following Contractor final product demo. OCSD confirmation that the solution is functioning as designed	One (1) MS Word file

Realize: Knowledge Transfer

Advisory Knowledge Transfer for Process Owners details the process in question, their roles, responsibilities, and suggests feedback mechanisms to ensure changes in OCSD business needs are incorporated into the process, and ultimately the solution. Sessions further cover how to leverage process-specific KPIs that were identified in process design sessions to validate and revise processes as required. Contractor will facilitate one (1) Advisory Knowledge Transfer session for the following processes: HR Case Management, HR Knowledge Management, and Enterprise Onboarding. Each session will be one (1) hour in duration.

#	Deliverable	Description & Business Value	Format
7.1	Technical Knowledge Transfer	Technical knowledge transfer to key platform administrators so that OCSD is able to support the solution.	One (1) meeting, NTE four (4) hours in duration
7.2	Advisory Knowledge Transfer	Walkthrough of each respective process, including key activities, roles and responsibilities, KPIs, and offer best practice recommendations on continuous improvement in the context of strategic objectives.	One (1) meeting, NTE one (1) hour in duration, for each identified process

Realize: Training Program

Contractor recommends that the training program deliver both role-based and train-the-trainer approaches. Specifically, we recommend the following sessions:

- HR Agent Basics: This train-the-trainer session provides an overview of applicable ServiceNow terminology, ServiceNow navigation, and walks through the HR Agent Workspace view. Additional information is provided specific to HR personnel who will be working HR cases, including: case management (case creation, updating, transferring, pending, and closing); tasks (opening, assigning, completing); leveraging and sending Knowledge to promote employee self-service; reporting and dashboards.
 - Contractor recommends no more than twenty (20) participants attend this session
 - This session will be approximately four (4) hours in duration
 - OCSD will receive one (1) editable PowerPoint of the training presentation
 - One (1) video recording (facilitated voiceover recording) of the training presentation
 - Up to three (3) Job Aids or Knowledge Articles specific to HR Case Management
- HR Knowledge Manager and Content Author Training: This deep dive role-based session will explore HR Knowledge features including: search; feedback and ratings; article submission and retirement processes; meta-tags and access criteria; and, knowledge reporting
 - Contractor recommends no more than twenty (20) participants attend this session
 - This session will be approximately one and a half (1 ½) hours in duration
 - OCSD will receive one (1) editable PowerPoint of the training presentation
 - One (1) video recording (facilitated voiceover recording) of the training presentation
 - Up to two (2) Job Aids or Knowledge Articles specific to HR Knowledge Management

#	Deliverable	Description & Business Value	Format
8.1	Train-the-Trainer HR Agent Basics Session & Materials	OCSD-identified train-the-trainer and pilot group participants receive detailed enablement on the configuration of platform capabilities in support of HR Agent roles and responsibilities. Session may be split into multiple sessions under the scope NTE per Contractor training analysis of OCSD needs.	NTE four (4) hours, one (1) MS PowerPoint presentation; one (1) video recording; three (3) Job Aids
8.2	Role-Based Knowledge Session & Materials	OCSD-identified role-based participants receive detailed enablement on the configuration of platform capabilities in support of Knowledge roles and responsibilities.	NTE ninety (90) min, one (1) MS PowerPoint presentation; one (1) video recording; two (2) Job Aids

Realize: Go Live Checklist & Handover

#	Deliverable	Description & Business Value	Format
9.1	Go Live Checklist	Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state.	One (1) MS Excel file

Realize: Go Live Hypercare Support

#	Deliverable	Description & Business Value	Format
10.1	Go Live Support	Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) business days.	Native

Project Close

#	Deliverable	Description & Business Value	Format
11.1	Project Closeout Meeting & Report	Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.	One (1) meeting, NTE one (1) hour, and one (1) MS PowerPoint file

Roles & Responsibilities

Role	Responsibilities	Value to OCSD
Contractor's Engagement Manager	Contractor's Engagement Manager is responsible for: <ul style="list-style-type: none"> • Project scope • The engagement schedule and budget • Contractor resources assigned to the project • Meets with OCSD on a weekly basis to discuss project status, schedule, accomplishments, budget, risks and upcoming work for the following week, providing a weekly written project status report • Facilitates milestone sign-off with OCSD, as required 	<ul style="list-style-type: none"> • Keeps the project on-time • Manages the budget • Enables effective communication between OCSD and Contractor on progress • Ensures prompt resolution of risks, issues, questions, and escalations
Contractor's Client Architect	<ul style="list-style-type: none"> • Meets with OCSD every other week to provide program support and gather OCSD feedback • Provides overall platform expertise and best practice recommendations for OCSD near and long term goals • Identifies and mitigates potential risks to long term OCSD program, and OCSD platform governance • Serves as internal liaison and advocate for OCSD across Cask operational and delivery teams • Serves as point of escalation, as necessary • Ensures quality and caliber of Cask resources and work 	<ul style="list-style-type: none"> • Enables effective communication between OCSD and Contractor • Provides platform expertise to ensure work follows best practices • Provides continuity of program vision and objectives across program phases
Contractor's HRSD (Senior) Advisor	<ul style="list-style-type: none"> • Completes data analysis and leads working sessions to develop processes, define roles and responsibilities, determine key metrics and KPIs. • Develops functional requirements and user stories • Builds process documents and collaborates with the Cloud Architect to ensure stories support the processes developed • Provides expertise including the development of communications plans, training needs analysis, organizational change management materials, training materials, and other support 	<ul style="list-style-type: none"> • Provides functional subject matter expertise to ensure the solution follows procedural and industry best practices • OCSD leverages their experience working on projects of similar size and scope

Contractor's Cloud Architect	Works with OCSD to: <ul style="list-style-type: none"> • Identify functional and technical requirements • Groom and size user stories • Manage daily sprint standups • Demo our product at the end of each sprint • Manages internal unit testing prior to OCSD UAT • Prepare OCSD for go-live by reviewing checklist and associated activities • Leads knowledge transfer activities between Contractor and OCSD 	<ul style="list-style-type: none"> • Ensures the solution follows technical best practices • Maintains an upgrade path and is Contractor quality checked • Helps OCSD evaluate the right places to develop and integrate with technologies outside of ServiceNow • Prepares OCSD so they can support the solution after the post go-live support period ends
Contractor's (Senior) Platform Engineer	<ul style="list-style-type: none"> • Works with Cloud Architect to configure, script, and develop solution based on requirements built and sprints defined between Contractor and OCSD • Mitigates defects that are found as part of unit testing and UAT. Participates and supports the migration of work completed to test and production environments • Primary support resource during post-go live period 	<ul style="list-style-type: none"> • Provides OCSD technical expertise to ensure a quality solution

OCSD Participation

Role	Description
County Project Manager	<ul style="list-style-type: none"> • Participate in project planning and kickoff meetings • Work with the Contractor Engagement Manager to validate and finalize the project plan • Collect data requested from OCSD team members to provide to the Contractor Engagement Manager • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the Project Kickoff meeting • Work with Contractor Engagement Manager to schedule sessions and participate as required • Work side-by-side with Contractor's Engagement Manager to ensure OCSD resources are available and present when required • Ensure all commitments needed from OCSD are met to completion and on time • Assist in coordinating resources for story grooming sessions • Collect and share feedback on stories from team and share with Contractor team • Ensure that specific tasks, such as validation of content and platform implementation, are accepted in a timely manner • Help document lessons learned to share in Project Close Meeting • Participate in Project Close Meeting

County	<ul style="list-style-type: none"> • Deliver a clear and consistent vision as well as messages of project objectives and goals throughout the duration of the project • Be a program champion across all organizations involved
County	<ul style="list-style-type: none"> • Representatives from each Department who have the authority to create new, or update existing, processes and procedures, that will supplement the successful implementation of the ServiceNow module • Representatives from each Department to validate and accept the final iteration of the ServiceNow module prior to go-live deployment
County Staff	<ul style="list-style-type: none"> • Participate in functional and technical requirements working sessions • Be key decision makers in these sessions to ensure that OCSD's functional and technical requirements are adequately represented, and decisions can be made in a timely manner
County Project Manager	<ul style="list-style-type: none"> • Responsible for the creation of OCSD test plan, cases, and scripts • Responsible for testing execution, and reporting and prioritizing all defects to Contractor project team for Contractor defect mitigation
County Technology	<p>Contractor's most successful engagements occur when we work hand-in-hand with system administrators who are familiar with the ServiceNow platform. OCSD's future ServiceNow system administrator(s) should be made available to:</p> <ul style="list-style-type: none"> • Review the work completed by Contractor • Help to lead acceptance testing and validation • Receive the proper training from Contractor's Architect

Deliverables Index & Acceptance Criteria

Contractor's pricing is dependent upon OCSD adherence to the to-be-finalized Project Plan. To ensure project activities remain on time, OCSD will provide a timely review, within three (3) business days, of any interim deliverables and/or work products (e.g. Process Guides, user stories, training materials). Any delay in this review due to OCSD availability and/or participation that significantly impacts project progress and resource utilization may prompt Contractor to stop work. OCSD will provide timely acceptance, within five (5) business days, for any formal deliverables described in the Statement of Work. If there is no formal acceptance within this timeframe after two (2) documented attempts the deliverable will be deemed accepted.

#	Project Element	Deliverable	Acceptance Criteria / Deliverable Requirements
3.1 Project & Business Value Management			
1.1, 1.2	Project Set Up & Launch	Logistics Meeting(s) & Materials	Initial communication between Contractor and OCSD to discuss resource needs, Project Plan outline, working sessions dates, dependencies and more. One (1) MS PowerPoint presentation
1.3, 1.7	Project Set Up & Launch	Project Plan	Schedule of initial project tasks and other project-related activities. Revised as required across the course of our project delivery. One (1) MS Project file, or native.
1.4, 1.5	Project Set Up & Launch	Kickoff Meeting & Presentation	Presentation of project goals, scope, activities, timeline, and expected outcomes. One (1) MS PowerPoint presentation.

1.6	Project Set Up & Launch	Weekly Status Meetings & Reports	Weekly meeting of progress in accordance with Project Plan deliverable that summarizes risks, actions, issues, and decisions, as required. One (1) MS PowerPoint presentation, per week for project duration.
1.8	Project Set Up & Launch	CA Governance Meetings	Executive cadence between Contractor Senior Delivery resource and OCSD executive stakeholders to discuss team performance and mitigate challenges for a successful partnership.
1.9	Project Set Up & Launch	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to ensure acceptance of deliverables and confirmation of OCSD capability required for forthcoming project activities and tasks. One (1) MS Word document.
3.2 Agile-Based Implementation			
2.1	Discover: Requirements Gathering Workshops	Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined by Statement of Work.
2.2	Discover: Requirements Gathering Workshops	Process Guides	Process and business requirements including workflows, key activities w/narratives and roles and responsibilities documented in MS Word Document. Total of three (3) as defined by Statement of Work.
2.3	Discover: Requirements Gathering Workshops	User Stories	Solution design and detailed requirements groomed into user stories for the implementation of in scope ServiceNow modules. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.
2.4	Discover: Requirements Gathering Workshops	UX/UI Wireframes	Preliminary wireframes to showcase the user experience, through black and white line art delivered as a low fidelity prototype. One (1) Web based URL.
2.5	Discover: Requirements Gathering Workshops	Creative Concepts	Two (2) creative concepts for the same key frame, based on the approved wireframes and current experience. One (1) Image or Web based URL.
2.6	Discover: Requirements Gathering Workshops	Final UI Concept	One of preceding two concepts finalized based on feedback, presented for final approval. One (1) Image or Web based URL.
2.7	Discover: Requirements Gathering Workshops	Detailed Design	Detailed design of Final UI Concept for any additional key screens. One (1) Image or Web based URL.
2.8	Discover: Requirements Gathering Workshops	Mobile Optimization	High fidelity prototype of optimized experience for native mobile. One (1) Image or Web Based URL

2.9	Discover: Requirements Gathering Workshops	Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities. One (1) MS Word document.
3.1	Design: Review & Acceptance	Sprint Plan	Sprint Plan based on prioritized work effort. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.
3.2	Design: Review & Acceptance	CVDM Gate Review & Design Approval	OCSD acceptance of solution design, i.e. stories and their prioritization, prior to respective sprints. One (1) MS Word document.
4.1	Create	Development Sprints, Testing, & Functional Demos	Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.
4.2	Create	CVDM Gate Review & Create Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories. One (1) MS Word document.
5.1	Evaluate: OCSD User Acceptance Testing (UAT)	UAT Guidance Sessions	Facilitated by Contractor's Advisor(s), these virtual sessions provide best practice and general recommendations on preparatory activities for OCSD completion of test plans, scripts, use cases, and/or facilitated support of OCSD native testing. Three (3) working sessions, NTE two (2) hours duration, each.
6.1	Evaluate: Contractor Defect Mitigation	Defect Mitigation	All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete.
6.2	Evaluate: Contractor Defect Mitigation	CVDM Gate Review & Solution Acceptance	County(s) acceptance of configured solution and applicable mitigated defects. One (1) MS Word document.
7.1	Realize: Knowledge Transfer	Technical Knowledge Transfer	Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build- logs documented against user stories. Delivered through one (1) working session, NTE four (4) hours in duration.
7.2	Realize: Knowledge Transfer	Advisory Knowledge Transfer	Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work. Delivered through one (1) working session per in scope process area, NTE one (1) hour in duration each.

8.1	Realize: Training Program	HR Agent Basics Train-the-Trainer Program & Materials	One (1) session, NTE four (4) hours in total duration facilitated for OCSD-identified training personnel and super user participants. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and three (3) Job Aids or Knowledge articles specific to HR Case Management.
8.2	Realize: Training Program	Role-Based Knowledge Session & Materials	One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and two (2) Job Aids or Knowledge articles specific to HR Knowledge Management
9.1	Realize: Go Live Checklist & Handover	Go Live Checklist	Go Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations. One (1) MS Excel file.
10.1	Realize: Go Live Hypercare Support	Go Live Hypercare Support	Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support. Native.
3.3 Project Close			
11.1	Project Close	Project Closeout Meeting & Report	Lessons learned, confirmed deliverables, and KPI checkpoint for the project. One (1) meeting, NTE one (1) hour. One (1) MS PowerPoint presentation.

VII. System Support shall provide the following

Cask Reserve is a system support designed to provide OCSD with a flexible resource and service model to accommodate varying and unique needs on the ServiceNow platform. Those needs may include: technical and process advisory, strategic consulting, architectural design, incident resolution, end user service requests, troubleshooting, maintenance, configuration changes, and development of enhancements to core platform capabilities and live production applications.

Cask Reserve is a fixed fee managed service that provides OCSD with access to all of Cask's ServiceNow certified professionals and skilled subject matter experts through a monthly fund allotment. Cask shall invoice OCSD for system support pursuant to the rates defined in Attachment B Compensation and Pricing Provisions, Section 2 Fees & Charges, Sub-Section C. System Support.

VIII. Service Location, Contact and Business Hours

County of Orange
 Sheriff Coroner/Technology Division
 840 North Eckhoff St. Suite 104
 Orange, CA 92868-1051
 Ph: 714-704-7911
 Attn: Casey Ginther
 Email: CGinther@ocsheriff.gov

Work Hours & Days

- All work will be performed during normal business hours defined as Monday through Friday 8am – 5pm (Pacific Time) and excluding County holidays.
- Any work requested outside of normal business hours must be previously arranged and mutually agreed upon at least two (2) business days in advance.

County holidays are as follows:

New Year's Day	Martin Luther King's Birthday	Lincoln's Birthday
President's Day	Memorial Day	July 4 th - Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day & Friday after	Christmas Day	-----

ATTACHMENT B

Compensation and Pricing Provisions

1. Compensation: This is a firm-fixed fee Contract between the County and Contractor for professional services as set forth in Attachment A, "Scope of Work".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

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

A. HRSD Phase 1 Professional Service Fees

Contractor's Role	Rate	Extended
Subject Matter Expert (Client Architect)	\$252.00	\$8,568.00
Engagement Manager	\$210.00	\$65,100.00
HRSD Senior Advisor	\$216.00	\$34,560.00
HRSD Cloud Architect	\$235.00	\$86,950.00
HRSD Advisor	\$156.00	\$45,240.00
HRSD Platform Engineer	\$174.00	\$66,120.00
UX/UI Senior Advisor	\$216.00	\$25,920.00
UX/UI Senior Platform Engineer	\$207.00	\$41,400.00
HRSD Phase 1 Professional Service Fees not to exceed amount per payment schedule:		\$373,858.00

B. Payment Schedule for Milestones and Tasks

Pursuant to the following payment schedule, the County shall make payments upon completion of each Milestone within the specified time Duration (and no later than any Deadline)

Milestones and Tasks	Progress Payment	Amount
Milestone 1 Contract Signature	20% payment	\$ 74,771.60
Milestone 2 Project Kick Off	20% payment	\$ 74,771.60
Milestone 3 Go Live Hand Over	20% payment	\$ 74, 771.60
Milestone 4 Project Close	40% payment	\$ 149,543.20

*First Milestone shall start upon execution of the Contract and Finish (Deadline) Dates shall be within the duration period as specified.

Milestones and Tasks	Duration	*Finish Date No later than
Milestone 1 Contract Signature (Upon approval of the Board and final executing of contract)		Within 15 days
Contract Execution		
Logistic Meeting	2-3 hours	
Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.		
Milestone 2 Project Kick Off		Estimated date 5/1/23 (within 60 days)
Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.		
Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.		
Updated in accordance with project progress, as applicable. Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.		
Milestone 3 Go Live Hand Over		Estimated date 9/1/2023 (within 120 days)
Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state.		

Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) bus. days		
Milestone 4		Estimated date 9/15/23 (within 14 days)
Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.		

C. System Support

DIR Role	Hourly Rate
Program Manager	\$232.00
Engagement Manager (Service Delivery Manager)	\$211.00
Project Coordinator	\$138.00
Senior Advisor	\$291.00
Advisor	\$206.00
Cloud Architect	\$240.00
Senior Platform Engineer	\$214.00
Platform Engineer	\$178.00
Platform Administrator	\$141.00
Tech Writer	\$98.00

Unit of Measure	Monthly Pricing
36 mos.	\$ 31,323

If in the performance of work and due to circumstances unforeseen or unknown during the development of this Statement of Work and assumed effort, Contractor determines that the requested work cannot be accomplished in the hours detailed above, Contractor shall notify OCSD as soon as reasonably possible in writing with an estimate of the additional hours to complete the requested work in full. Upon receipt of such notification, OCSD and Contractor may modify the requested scope to define tasks that can be accomplished within the remaining work hours, or, extend Contractor's effort to accomplish the requested scope of work in full. Any modifications will be made by mutual agreement of the contracting parties through written contract amendment, which shall not be effective until executed by both Parties.

- Price Increase/Decreases: No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees

fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

4. **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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **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
6. **Payment Terms:**

A. HRSD Phase 1 Professional Service- Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Professional Service will be submitted monthly in arrear to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

B. Payment Schedule for Milestone and Task- Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Payment schedule for Milestone and Task will be submitted monthly in arrear to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

C. System Support - Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Support will be submitted monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

7. 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.
8. 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 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - 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
 Sheriff Coroner/Technology Division
 840 North Eckhoff St. Suite 104
 Orange, CA 92868-1051
 Email invoices to: Technologyinvoices@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))
 The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.
10. Year End and Final Invoices
 At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on

a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

Texas Contract No. DIR-CPO-4706

**County of Orange Contract #MA-060-23010500 with
CASK NX LLC pursuant to DIR Contract No. DIR-CPO-4706 for ServiceNow Support
Services, HR Integration and Cask Managed Services Support and Maintenance**

This Contract MA-060-23010500 is made and entered into upon execution of all necessary signatures between Cask NX LLC having its principal place of business at 8910 University Center Ln Suite 400, San Diego CA 92122 (referred as “Contractor”), and the County of Orange, operating through its Sheriff-Coroner Department, a political subdivision of the State of California, with a place of business at 320 N. Flower Street, Ste. 108, Santa Ana, CA 92703 (referred to as “County”) which are 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 incorporated by reference into this Contract:

- Attachment A - Scope of Work/Pricing
- Attachment B – Compensation and Pricing Provisions
- Attachment C - Texas Contract No. DIR-CPO-4706
- Attachment D – Campaign Contribution Disclosure Form

RECITALS

WHEREAS, the State of Texas Department, acting by and through the Department of Information Resources (hereinafter “DIR”), has issued a Master Price Agreement as Contract No. DIR-CPO-4706 and Cask NX LLC (hereinafter “Successful Respondent”), through its program now in effect from November 15, 2022 through and including November 15, 2024; and

WHEREAS, COUNTY and CONTRACTOR desire to enter into a Contract for CONTRACTOR to perform services under the Texas DIR-CPO-4706; and

WHEREAS, Contractor is willing to provide the services specified in this Contract to the County of Orange, Sheriff-Coroner Department;

NOW, THEREFORE, the parties mutually agree:

DEFINITIONS

“State of Texas” and “State” as used in Attachment C shall mean County of Orange, its employees and authorized representatives for purposes of this Contract.

1. **Scope of Contract:** The terms and conditions of this Contract, including those in its Attachments, specifies the terms and conditions by which Sheriff-Coroner Department will procure services in connection with the Texas DIR-CPO-4706 from the Contractor, hereinafter referred to as “Services” as more fully detailed in **Attachment A, Scope of Work**.

2. **Precedence:** In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of any Attachments.
3. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including April 30, 2026, unless otherwise terminated by County. The term of this Contract exceeds the term of the Texas DIR-CPO-4706, as permitted by Texas DIR-CPO-4706, Appendix A, Section 4.5 Survival. Contractor agrees to perform services specified herein beyond the termination of the Texas DIR-CPO-4706 to April 30, 2026. Contract may be renewed upon mutual agreement of both Parties and upon successful renewal of the Texas DIR-CPO-4706. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.
4. **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.
5. **Compensation & Payment:** Contractor agrees to provide services in connection with the Texas DIR-CPO-4706 as set forth in Attachment A, Scope of Work, at the rates specified in Attachment B, Compensation and Pricing Provision. The maximum amount of compensation under this Contract shall not exceed the amount of ~~\$1,501,486~~\$2,378,530 for the contract term.
6. **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.
7. **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.
8. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 days after the stop work order is delivered to the Contractor and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps

to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor or within any extension of that period to which the parties shall have agreed, the County shall either:

1. Cancel the stop work order; or
2. Terminate work covered by the stop work order as provided for in the “Default” or “Termination” clause of this Contract.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified in writing accordingly if:

1. The stop work order results in an increase in the time required or in the Contractor’s cost properly allocable to the performance of any part of this Contract; and
2. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the County decides the facts justify the action, the County may receive and act upon a proposal submitted at any time before final payment under this Contract.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, “Termination” the County shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the County shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related Contract of the Contractor that provides for adjustment and is affected by any stop work order under this clause. The County shall not be liable to the Contractor for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

9. **Invoicing:** Vendor shall reference Contract Number MA-060-23010500 on all invoices. Payment will be net 30 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.

Invoices shall be submitted to the following location:

County of Orange
 Sheriff Coroner/Technology Division
technologyinvoices@ocsheriff.gov

10. **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 trial to another county.
11. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor: Cask NX LLC
 8910 University Center Ln, Suite 400
 San Diego CA 92122
 Attn: Lauren Ries
 Ph: 619-379-2041

For County: County of Orange
 Sheriff-Coroner Department/Purchasing Services Bureau
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Maria Ayala,
 Supervising PCS
 Ph: 714-834-6360

12. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase 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, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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 (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 current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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 the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Employers Liability Insurance	\$1,000,000 per occurrence

Technology Errors & Omissions	\$1,000,000 per claims-made \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims-made

The Network Security and Privacy Liability policy 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, agents and employees as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing 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.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees 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 the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Technology Errors & Omissions Liability and Network Security & Privacy Liability is/ are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 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 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 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.

13. **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. Contractor represents and warrants to the County that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all material respects with the specifications and will be performed to the County's satisfaction in each case for a period of thirty (30) days from the date of Acceptance ("Warranty Period"); unless actions of the County, or other party, cause any warranty issue, Contractor will promptly correct and redeliver the affected Service at no additional charge to the County, within a reasonable period of time; any service with respect to Contractor deliverables provided by Contractor after the Warranty Period shall be provided in accordance with the terms of this Agreement executed by the parties; Contractor warranty excludes remedy for damage caused by abuse by the County or modifications not made by Contractor or improper use to the extent that such maintenance is not the responsibility of Contractor hereunder; and (c) the Services and Deliverables, and the County's use thereof, do not and will not infringe any Intellectual Property Right of any third party arising under the laws of any jurisdiction.
14. **Indemnification:** Except as provided in Sections 15 and 17 below, 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.

15. **Limitation Of Liability:** Except as provided in Section 17 below, Contractor's maximum liability to the County arising for any reason relating to Contractor's performance of services under a work order shall be limited to the amount of fees paid to Contractor for the performance of such services under the applicable statement of work in the twelve (12) months immediately preceding such claim. Except for obligations to make payment, indemnification obligations, liability for breach of confidentiality, or liability for infringement of intellectual property rights, in no event will either party be liable to the other party for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
16. **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. Contractor shall protect all County and County-related records and information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.
17. **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 but shall not exceed 120% of fees for the non-conforming section. This is in addition to any other remedies available under this Contract and under law.
18. **Dispute Resolution:** The parties agree to take reasonable steps to amicably resolve any dispute under this Agreement through normal communication and negotiation, to include a meeting between nominated manager(s) and/or executives(s) of each party to attempt to resolve the dispute prior to any legal action. The following procedures are the sole methodologies to be used to resolve any controversy or claim ("dispute"). In the event any dispute arises between the parties with respect to the interpretation of this Agreement or with respect to the performance of either party, the parties shall first seek to resolve such dispute by negotiations between senior executives who have authority to settle the dispute. When a party believes there is a dispute relating to the Agreement, such party shall give written notice of the dispute to the other party or parties subject to the dispute. The senior executives shall meet promptly after the date of such notice and shall attempt in good faith within forty-five (45) days after the date of such notice to resolve the dispute prior to initiating litigation with respect to such matter. Notwithstanding the foregoing, if no such resolution is reached within such forty-five (45) days, then any party may initiate any proceeding or pursue any remedy it deems appropriate.

Signature Page

~~The Parties hereto have executed this Contract# MA-060-23010500 AMENDMENT ONE on the dates shown opposite their respective signatures below.~~

IN WITNESS WHERE OF, the Parties have executed AMENDMENT NUMBER ONE to Contract number MA-060-23010500.

Contractor*: Cask NX LLC

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Cask NX LLC

By: _____ Title: _____

Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (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 demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____

Deputy

ATTACHMENT A Scope Services

I. Scope of work:

Contractor shall provide associated professional services to the Orange County Sheriff's Department (OCSD) to support the phased deployment and maturation of the ServicesNow Human Resources Service Delivery (HRSD) Module. HRSD phase 1 shall fully detail the activities, tasks, deliverables, roles and responsibilities, assumptions and exclusions of contractor's effort as follows:

1. **HR Core, Case & Knowledge:** Contractor shall leverage existing and accessible systems of record to populate user profile data attributes, establish groups and permissions to complete core configuration of OCSD ServiceNow HR Service Delivery (HRSD) application.

Contractor shall establish a foundational HR case management process, with correlated case types and HR workspace(s) for three (3) to five (5) centers of excellence. This will be combined with HR Knowledge Management to establish secure self-service capabilities for both HR internal and HR external/customers.
2. **Onboarding MVP:** Contractor shall deploy the HRSD Enterprise Onboarding lifecycle event to build a minimum viable product (MVP) that digitizes the enterprise steps, tasks, and applicable assignees of the personnel applicant onboarding process, with additional effort allocated for sworn personnel specific requirements.
3. **User Experience / User Interface (UX/UI):** Contractor shall design and create an intuitive user experience for internal personnel and onboarding applicants leveraging out of box features of Employee Center Pro.

II. Approach and Scope: Scope Summary

The following provides a list of the application / process, data migrations, integrations, or other components that are in-scope of this project. Due to the vast nature of the platform, any application process / sub-process components, data sources, integrations, or any components that are not specifically listed are considered out-of- scope.

HRSD: Phase 1
• HR Core Configuration & Data Integration
• Case Management, Agent Workspace & HR Services

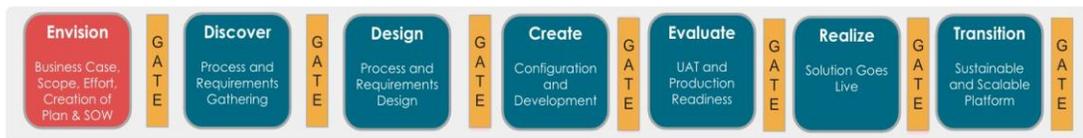
• HR Knowledge Management
• Enterprise Onboarding
• Employee Center Pro

III. Delivery Approach:

Contractor shall deploy standard Cask Value Delivery Methodology (CVDM). This agile-based approach integrates ServiceNow's Now Create implementation methodology.

The goal of CVDM is to achieve and sustain transformational results on the ServiceNow platform for clients. This is realized by an integrated, client-focused team that spans account management, engagement management, business and technical subject matter expertise, as well as senior delivery oversight and guidance. Team roles and responsibilities are detailed in Section VI. of this Scope of Work (SOW).

Figure 1, below, highlights the Stages of CVDM and their respective focus and related major activities.



- **Envision:** Solution discovery, capability alignment, and delivery plan agreement
- **Discover:** Current state assessment, data collection and requirements gathering
- **Design:** Solution design, story writing, sprint planning and design approval
- **Create:** Configuration and development, unit testing
- **Evaluate:** UAT enablement, OCSD UAT, and validate production readiness
- **Realize:** Training and Knowledge Transfer, release to Production
- **Transition:** Post go live operational support, share outcomes and lessons learned

Progression from Stage to Stage encompasses a CVDM Stage Gate, or CVDM Gate Review. CVDM Gate Reviews, detailed as deliverables in the SOW below, are critical to ensuring shared understanding, expectations, and team readiness. With CVDM Gate Reviews, Contractor will acquire OCSD acknowledgement and/or acceptance, as required by Stage activities, for delivery activities to advance. For example, a CVDM Gate Review to advance from Discover to Design Stages ensures that originally scoped estimates are still achievable once the full detailed requirements are captured.

This CVDM Gate Review permits the delivery team to make decisions about scope and next steps in alignment with all the available information, and modify this SOW through a written contract amendment request, as necessary, to reflect changes in client and/or project team needs, objectives, capabilities, and/or timeline.

IV. Project Timeline:

Contractor effort shall apply CVDM to a hybrid, agile-based delivery approach. Contractor's proposed activities and schedule are tailored to optimize business outcomes, time, cost, and risk. Contractor delivery represents a time-boxed period in which we will deliver specific and measurable outcomes in alignment with OCSD business priorities and technical requirements.

Within four (4) weeks of a executed Contract, Contractor’s Engagement Manager shall jump- start project with a series of Initiation Meetings. These preliminary conversations are strictly with the Contractor’s project team and OCSD-provided Project Lead(s). The activities performed during these initial conversations include:

- Review and finalize the Project Plan, including:
 - Schedule, “locking in” dates for the engagement
 - Work Breakdown
 - Resource Plan
 - Budget Plan
 - Definition of Done/Ready
 - Project RACI
- Validate and schedule resources (e.g. attendees) for Kickoff Meeting
- Schedule resources and confirm resource readiness for Workshops

During these logistics conversations, Contractor’s Engagement Manager will also schedule the weekly status meetings with OCSD stakeholders. This virtual meeting will review Contractor’s prepared written Weekly Status Report (WSR). The WSR will be submitted to the OCSD Project Lead(s) following each weekly meeting. Should the weekly meeting be canceled by OCSD, the Contractor’s Engagement Manager shall submit the report no later than close of business on Friday. The WSR shall:

- Communicate project status by measuring, tracking, and evaluating progress against the Project Plan
- Highlight tasks or milestones that are not on schedule; provide a resolution plan to return to the planned schedule; or re-baseline
- Highlight critical risks or issues, including proposed and actual resolutions
- Identify key decision points that need to be reviewed and evaluated by leadership
- Track and report all outstanding action items, identify resources, and track/report the status of all open action items
- Maintain history of closed action items, including the due date and point of contact responsible for execution
- Anticipated tasks to be completed the next week

Project Set Up & Launch activities also incorporate the identification of key project leaders and the scheduling of your governance meetings with your Client Architect (CA). CA Governance provides an additional layer of oversight via OCSD executive stakeholders’ direct engagement with your Contractor senior delivery leadership representative. This higher tier of synchronization maintains an open dialogue with a results-focused emphasis on long-term goals, objectives, and realized value.

Your CA will facilitate an additional bi-weekly (or monthly) virtual meeting for the duration of the project to ensure our team not only executes the project plan, but works well with you as a valued, trusted resource. This checkpoint covers:

- Contractor performance
- Staffing and key personnel feedback, delivery team fit
- Successes and challenges
 - Issue escalation
 - Risk escalation
 - Proposed resolutions / actual resolutions
- Contractor feedback
 - OCSD personnel participation and commitment
 - Areas identified where Contractor needs more attention and/or support from OCSD for contractor project’s success

Alongside these activities, the Contractor's team is simultaneously preparing for Kickoff, for which contractor will request all key stakeholders and project participants are present.

During the Kickoff contractor will introduce and review:

- Contractor Project Team
- Project Plan
- Project Scope
- Project Deliverables
- Baseline Data / Metrics
- Project Definition of Success

After Kickoff, the Contractor's team completes a CVDM Gate Review with County. This will confirm that expectations for this Stage of contractor project are clearly shared before advancing to solution design activities. With County's approval, contractor's combined effort is ready to advance to the next component of delivery.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
1.1	Logistics Meeting Materials	Initial communication between Contractor and OCSD leads; discussion of Project Plan and project Kickoff.	One (1) Microsoft (MS) PowerPoint file
1.2	Logistics Meeting(s)		Meeting, not to exceed (NTE) two (2) hours
1.3	Project Plan	Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.	One (1) MS Project file, or native
1.4	Project Kickoff Meeting Materials	Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.	One (1) MS PowerPoint file
1.5	Project Kickoff Meeting		Meeting, NTE two (2) hours
1.6	Weekly Status Meeting & Report (WSR)	Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.	Meeting, NTE one (1) hour, weekly. One (1) MS PowerPoint file, weekly
1.7	Project Plan Revisions	Updated in accordance with project progress, as applicable.	One (1) MS Project file, or native

1.8	CA Governance Meeting	Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals	Meeting, NTE one (1) hour, biweekly or monthly
1.9	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks	One (1) MS Word document

Contractor's Engagement Manager will additionally work with OCSD's designated point(s) of contact to collect available, relevant documentation including, but not limited to, the following to complete our initial discovery:

- Organizational charts that identify stakeholders, platform owners, process owners, and system administrators
- Current state process, workflow, and/or policy documentation
- Platform governance documentation
- Architectural diagrams
- Technology reference guides
- Requirements workbooks

Design: Requirements Validation & Solution Design

As part of the Discover activities, Contractor will elicit requirements, solution and integration design, finalize design review, and complete client acceptance activities.

Given the ongoing impact of the pandemic on OCSD and Contractor operations, Contractor assumes all work will be completed remotely. Contractor will therefore facilitate a series of remote workshops, detailed below, to complete in-scope design and requirements gathering for each functional area. These sessions will help ensure our design meets your business needs and will incorporate the following high-level activities:

- Review of best practices as a baseline for process design
- Develop process workflow, identify key activities, handoffs and information exchanges
- Identify roles and responsibilities, including a RACI
- Identify metrics necessary for ongoing performance management of the process
Service Level Agreements' (SLAs) requirements for in scope processes
- Out-of-box reporting and dashboarding configuration for in scope processes

Session duration for each workshop below refers to the approximate amount of time anticipated to facilitate requirements gathering for in-scope areas. Working sessions may be split into multiple sessions across multiple days to accommodate OCSD and Contractor resources' availability and operations.

Workstream 1: Workshops

HRSD / Core Configuration			
Activity Duration:	NTE one (1) week	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • System(s) of Record technical representation 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor
In Scope Activities:	<p>Core configuration of ServiceNow’s HRSD module will include requirements gathering specific to the following features and functionality:</p> <ul style="list-style-type: none"> • Enable HR plugins • Turn on/off properties for HR skills, escalation rules, OOB groups not being used • Adjust notifications based on Centers of Excellence determined in scope • Set up access/permissions for HR based security • Creation of groups for routing & case managements • Gather requirements to integrate with OCSD-provided system(s) of record for the purposes of creating and populating User Records and HR Profiles, including but not limited to: <ul style="list-style-type: none"> ◦ Determine the nature of each integration; one-way, two-way, link, etc. ◦ Determine the technology needed to complete the integration; SOAP, REST API, existing ServiceNow integration / plugin, Integration as a Service (IaaS) provider, other ◦ Data source configuration and any required credentials ◦ Data flow(s), workflow(s) / automation(s)/ frequency/ triggers ◦ Data transformation and mapping needs ◦ Enterprise Document Management shall be included ◦ Validation checks ◦ Table creation / modification ◦ Configurations ◦ Additional one (1) sprint of development effort 		

Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none">• Contractor assumes that because OCSD is already leveraging ITSM on the ServiceNow Platform, core platform setup and configuration is completed and would not be required in this engagement• Contractor has allocated one (1), one-week sprint for HR Core Configuration.<ul style="list-style-type: none">◦ Contractor and OCSD will together prioritize data sources and technical approach for user creation and authentication, User Record and HR Profile attributes◦ The final scope will be dependent upon Discover and Design activities; completeness, correctness, and availability of OCSD- furnished systems of record; and final OCSD approval <p>Lack of OCSD availability may impact project timelines and cost</p>
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Output:	<ul style="list-style-type: none"> • Requirements User Stories and Test Criteria • OCSD Acceptance <p style="text-align: right;">Attachment B</p>		
HRSD / Case Management & Agent Workspace			
Activity Duration:	NTE two (2) weeks	Workshop Duration:	NTE eight (8) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Service Owners / COE Leaders 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor
In Scope Activities:	<ul style="list-style-type: none"> • Establish the security model, access model, categorization model, and taxonomy for HR Cases • Establish organization-wide case management standard processes • Enable out of box reports and dashboards for HRSD, with the addition of KPIs / metrics and measurements for managing workflows and setting employee expectations and for dashboard creation (up to 3 dashboards with up to 5 indicators / reports each) • Capture detailed standard requirements with OCSD for overarching HR case management processes and service-agnostic requirements for HR service delivery for initial implementation, including: <ul style="list-style-type: none"> ◦ Standard intake data requirements escalation from shared services (as applicable) to COE team members ◦ Service Level Agreements (SLAs) ◦ Notifications / alerts ◦ Tasks ◦ Approvals • Identify functional and technical requirements for case forms, intake, escalation and resolution • Identify requirements for configuration of HR Agent Workspace including: <ul style="list-style-type: none"> ◦ Branding & Theming ◦ Tab Settings ◦ List Settings ◦ Forms ◦ Response Templates ◦ Fulfillment Instructions • Identify top priority HR COEs and general case intake form to support HR personnel adoption of in-platform case management • As noted below, Contractor has allocated a one (1), weeklong sprint for HR Case Management, Agent Workspace, and HR Services, combined <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Case Management and HR Services stories within the in-scope effort ◦ This SOW therefore does not include a set quantity or complexity of HR Services to be developed, as our final scope is dependent upon Discover and Design activities and final OCSD story approval • Contractor will emphasize the identification and approved development of standardized, scalable and maintainable workflow opportunities 		

Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes Case Management outside of the HR Scoped application • Excludes inbound email action, e.g., email trigger case creation • Contractor has allocated one (1), one-week sprint for HR Case Management and HR Services. The intent of this SOW is to support OCSD HR personnel to migrate from email, in-person, and other manual case intake methods to managing HR requests on platform <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Case Management, Agent Workspace and HR Services stories within this one (1) sprint effort ◦ The final HR Case Management scope will be dependent upon Discover and Design activities, prioritized HR Services, and final OCSD approval • Contractor assumes that OCSD’s ITSM application houses one or more catalog items/requests related to the facilitation of new hire Onboarding. Modification of these existing components and/or net new creation of IT Onboarding catalog items/requests is excluded from Contractor’s efforts. <p>The following definitions apply to HR Service complexity:</p> <ul style="list-style-type: none"> • Simple: No code, simple approval, simple task assignment, 10 or less variables, uses OOB notifications • Medium: Low code, some dependencies on other tables or data (that already exists, < 10), multiple tasks (<10), more than one path (<3), multiple approvals (<5) with simple approval logic, more complicated form design with many UI policies, some adjustments to notifications • Complex: Code intensive, references to other data and tables, utilizes custom tables, complicated fulfillment process, multiple paths, complex approvals, rollbacks, multiple tasks, custom fields, complex form design with client scripts, customized notifications and recipients, as defined by Contractor 		
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements) 		
HRSD / HR Knowledge Management			
Activity Duration:	NTE one (1) weeks	Workshop Duration:	NTE four (4) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • HR Knowledge Mgmt. Process Owner / Manager(s) • ITSM Knowledge Management Process Owner / Manager(s) 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor

In Scope Activities:	<p>Contractor assumes that OCSD will follow one (1) Knowledge Management process for HR across employee / applicant and internal customer knowledge bases. A combined process is recommended to reduce process complexity and streamline platform governance, in accordance with ServiceNow best practice.</p> <p>As such, this working session is facilitated to discover the following requirements:</p> <ul style="list-style-type: none"> • Ensure a Knowledge taxonomy that is in alignment with HR case process, structure, privacy, security, and categorization • Gain consensus on a single, standardized Knowledge Management processes that supports specific cultural and organizational needs, balanced with leveraging the out-of-box technology capabilities to their fullest potential • Identify process owners, and all key stakeholders in RACI format • Additional requirements gathering covers: <ul style="list-style-type: none"> ○ Knowledge article forms / templates ○ Stages and life cycle including workflows enabling: <ul style="list-style-type: none"> ■ Submission, Publishing, Review, Retirement ○ Notifications ○ User criteria structure for access ○ Knowledge bases for end-user and internal HR Consumption (policies, procedures, etc.) • Identify sources for Knowledge Articles based on existing sources of relevant information
Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes the creation and loading of Knowledge Articles • Excludes any modification or reconfiguration of existing IT and other Knowledge bases • Excludes customization of Knowledge Management features and functionality
Output:	<ul style="list-style-type: none"> • Base process guide including process flows, roles, and recommended SLAs and metrics • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)

Workstream 2: Workshops

HRSD / Enterprise Onboarding MVP			
Activity Duration:	NTE three (3) weeks	Workshop Duration:	NTE sixteen (16) hours
OCSD Participants:	<ul style="list-style-type: none"> • Platform Owner • System Administrator(s) • Applicant onboarding process owner(s) • Applicant onboarding Fulfiller representation 	Contractor Participants:	<ul style="list-style-type: none"> • HRSD Senior Advisor • HRSD Cloud Architect • HRSD Advisor • UX/UI Advisor, consulted
In Scope Activities:	Contractor assumes the our scope of work for the applicant onboarding MVP will be focused on digitizing the currently-manual checklist of activities, steps,		

tasks, and their applicable assignees into a single, foundational workflow by leveraging HRSD Lifecycle Event Activities, which are groups into Activity Sets.

Contractor further assumes that both sworn and administrative personnel will follow one (1) foundational, enterprise onboarding process, with sworn personnel then requiring additional tasks and activities specific to their roles. Contractor's scope of work and level of effort therefore considers the anticipated complexity of sworn personnel onboarding, with administrative personnel leveraging applicable process components. The design and configuration of two distinct onboarding processes is out of scope.

Requirements gathering will therefore focus on the following activities for our MVP:

- Identifying and correlating OCSD personnel applicant onboarding tasks and activities with out of box HRSD Activity Sets
- Activities may include but are not limited to the following:
 - HR Case creation including intake forms
 - Employee Tasks
 - Fulfiller Tasks
 - Approval
 - Notification
 - Schedule Content
 - Link to or trigger the workflow of existing ITSM Catalog Items/Requests related to Onboarding
 - Inclusion of Employee Document Management (EDM) to process, and increased LOE to Onboarding Lifecycle event to accommodate EDM
 - Tracking and management of the OCSD Backgrounds process within ServiceNow and retirement of external (Excel) tracker
 - Additional three (3) sprints of Development effort

There may be activities related to Onboarding that require the use of one or more HR Services (a user facing form that triggers case creation and subsequent workflow) either by the applicant or an OCSD HR agent. The scope of work for Onboarding HR Service development will be limited to simple complexity (as defined below), and only that which is required for the Onboarding Lifecycle Event.

Exclusions, Constraints & Assumptions:	<ul style="list-style-type: none"> • Excludes the creation and/or modification of IT catalog requests • The following definitions apply to Onboarding HR Service complexity: <ul style="list-style-type: none"> ◦ Simple: No code, simple approval, simple task assignment, 10 or less variables per form (record producer), uses OOB notifications ◦ Medium: Not applicable ◦ Complex: Not applicable • Workstream 2 effort excludes creation of HR Services not required for the applicant Onboarding process • Assumes OCSD has no existing HR services within ITSM catalog • Contractor has allocated four (4), one-week sprints for HR Onboarding MVP. The intent of this SOW is to support the foundational migration of this applicant onboarding process to the ServiceNow platform. Therefore: <ul style="list-style-type: none"> ◦ Contractor and OCSD will together prioritize Onboarding stories within the four (4) sprint effort ◦ The final Onboarding solution scope and capabilities will be dependent upon Discover and Design activities, prioritized onboarding requirements, and final OCSD approval
Output:	<ul style="list-style-type: none"> • Base Onboarding Process Documentation • Requirements User Stories and Acceptance Criteria • OCSD Acceptance • Enhancement Management Backlog (for Out-of-Scope Requirements)

Workstream 3: Workshops

HRSD / Employee Center Pro			
Activity Duration:	NTE six (6) weeks	Workshop Duration:	NTE twenty (20) hours
OCSD Participants:	<ul style="list-style-type: none"> • HR Service Owners / COE Leaders • Platform Owner • System Administrator(s) • Communications Stakeholder(s) • Branding Stakeholder(s) • ADA compliance representation 	Contractor Participants:	<ul style="list-style-type: none"> • UX/UI Senior Advisor • Consulted: <ul style="list-style-type: none"> ◦ HRSD Senior Advisor ◦ HRSD Cloud Architect ◦ HRSD Advisor

<p>In Scope Activities:</p>	<p>Contractor assumes the initial release of the Employee Center Pro (EC Pro) Portal will be intended for the following audiences: personnel onboarding applicants, OCS D HR personnel, OCS D internal personnel. <u>Includes additional three (3) sprints of Development effort.</u></p> <p>Contractor’s UX/UI specialist will facilitate a series of design sessions to:</p> <ul style="list-style-type: none"> • Discuss EC Pro portal vision for applicant onboarding, HR personnel, and OCS D personnel • Review current taxonomy structure, and branding & identity guidelines • Review common use cases by major audience / persona • Review any existing similar services to benchmark what resonates with OCS D as a team and organization <p>Ongoing sessions will iteratively review UX/UI design for Final Concept. Activities will include presentation of and feedback gathering across:</p> <ul style="list-style-type: none"> • Enterprise Taxonomy recommendations • Two (2) creative concepts of onboarding persona homepage • Selection and finalization of onboarding persona homepage Final Concept, presented for OCS D final approval • Detailed design of Final Concept for unique screens • Optimization for responsive mobile browser experience <p>Requirements gathering will also include applicable technical requirements, including but not limited to:</p> <ul style="list-style-type: none"> • User data, single sign on capabilities, and other relevant requirements • Out of box and advanced / custom widgets • Expectations of maintenance for each widget
<p>Exclusions, Constraints & Assumptions:</p>	<ul style="list-style-type: none"> • The scope of Contractor’s Workstream 3 UX/UI design and create effort will be limited by available, in-scope hours. Design activity meetings are NTE twenty (20) hours. Contractor has allocated four (4), one-week sprints for EC Pro development. <ul style="list-style-type: none"> ◦ Contractor and OCS D will together prioritize UX/UI requirements and stories within this effort ◦ The EC Pro scope will be dependent upon Discover and Design activities and final OCS D approval ◦ Contractor assumes that the overall branding and style guide for OCS D will remain consistent across all portal pages including those visible to applicants and active employees alike • Portal Widget Requirements <ul style="list-style-type: none"> ◦ OCS D will select from the available out of box widgets that are delivered with Employee Center Pro, with the exception of one (1) custom widget for the specific use case of Reference Letter Status visible by the applicant in onboarding. ◦ Assumes the potential to create up to three (3) custom tables depending on the detailed requirements by OCS D. • Contractor assumes the following approach to facilitate appropriate portal access for users: <ul style="list-style-type: none"> ◦ Employee Center will be made available to all OCS D users, inclusive of Both active employees and applicants going through the background/onboarding process ◦ The user data provided by OCS D will clearly delineate a user who is an applicant from an active employee.

	<ul style="list-style-type: none"> ○ Employee Center configuration will use criteria from the user record and HR profile (e.g. applicant vs. active employee) to drive conditions for which types of users can see which content/widgets on the portal ○ In order to facilitate the appropriate portal login process, OCSD will need to provide applicants with a local login to Employee Center. Once an applicant is converted to an active employee and their user account has been updated by Active Directory, OCSD will need to provide the new hire with a SSO enabled login. ● EC Pro design and development scope will be limited to HR topics areas; Non-HR topic areas and portal pages are not in scope. ● Excludes the configuration of ServiceNow NOW Mobile app experience ● Contractor level of effort assumes our scope will further exclude the following: <ul style="list-style-type: none"> ○ Communities ○ Employee Forums ○ Live Chat (includes Connect Chat capabilities) ○ Custom layouts that affect search functionality ○ Automated Tasks related to external integrations ○ Additional table creation more (3) ○ Enterprise Search with external content ○ Global Deployments ○ Language Pack configuration ○ Content Publishing / Delivery workflows ○ Agent Intelligence (AI Search) ○ System Status / Alerts / Banner ○ Advanced/complex Curated than three Content Experiences
Output:	<ul style="list-style-type: none"> ● Taxonomy Recommendations ● Creative Concepts and Final Concept ● Detailed Design and Mobile Optimization ● Requirements User Stories and Acceptance Criteria ● OCSD Acceptance ● Enhancement Management Backlog (for Out-of-Scope Requirements)

Contractor and OCSD progression from Discover to Design activities marks our team's advancement to requirements validation; specifically, collaboratively ensuring that the current state, notional requirements, and desired future state aligns with our in scope schedule and effort. County approval for this CVDM Gate Review will confirm that no adjustments to follow-on activities are required in order for delivery activities to proceed.

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
2.1	Process Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.	Virtual meetings, as defined above
2.2	Process Guides	Base documented process, including flow(s), roles, recommended SLAs and metrics in the context of strategic objectives and best practice for the following areas: <ul style="list-style-type: none"> ● HR Case Management ● HR Knowledge Management ● Onboarding Documentation 	One (1) Microsoft (MS) Word file each, for a total of three (3)

2.3	User Stories	Documented business requirements in the form of user stories with acceptance criteria for the following areas: <ul style="list-style-type: none"> • HR Core Configuration & Data Integration • Case Management, Agent Workspace & HR Services • HR Knowledge Management • Enterprise Onboarding • Employee Center Pro 	Native; or one (1) MS Excel file each, for a total of five (5)
2.4	Taxonomy & Mega Menu	Textual architecture map of knowledge and services; aligned with current state experience and industry best practices	MS Word or PDF file
2.5	Creative Concepts	Design and present 2 hi-fidelity creative concepts for the same key frame	Web based URL or image
2.6	Final UI Concept	Based on feedback, update one of the concepts and present for final approval	Web based URL or image
2.7	Detailed Design	Once the concept is approved, conduct detailed design for any additional key screens	Web based URL or image
2.8	Mobile Optimization	Optimize the experience for native mobile browser via high fidelity prototype	Web based URL or image
2.9	CVDM Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities	One (1) MS Word document

Design: Review & Acceptance

Contractor Deliverables

#	Deliverable	Description & Business Value	Format
3.1	Sprint Plan	Sprint Plan based on prioritized work effort. Serves as primary requirements document for application implementation	One (1) MS Excel file, or native
3.2	CVDM Gate Review & Design Approval	County acceptance of solution design, i.e. stories and their prioritization into sprints, for in scope functional areas	One (1) MS Word file

Create

Once requirements are recorded as stories within the ServiceNow Agile application and sprints are planned, Contractor will perform agile-based platform implementation activities using a sprint-based schedule.

Contractor executes development sprints that are five (5) days in length each. Our scope of work includes eleven (11), one-week sprints as detailed below.

Implementation Task	# of Sprints
HR Core Configuration & Data Integration	One (1) Sprint

Case Management, Agent Workspace & HR Services	One (1) Sprint
HR Knowledge Management	One (1) Sprint
Enterprise Onboarding MVP	Four (4) Sprints
Employee Center Pro	Four (4) Sprints
Total Sprints:	Eleven (11) Sprints

Contractor will perform unit testing at the end of each sprint. Each sprint will include the following types of unit testing:

- Unit testing of individual processes and transactions
- System testing of all processes, integration, interfaces, and data conversion / migration
- Methods for verifying the accuracy of information relative to transaction processes, interfaces, data conversion, reports, account history, notes, and ad-hoc reporting.

Contractor will perform all testing within the test environment. Our functional testing includes all user stories against acceptance criteria prior to OCSD UAT. Any and all defects found during Contractor testing will be fixed prior to UAT.

No Performance Testing will be conducted during this implementation, as performance and availability levels are guaranteed by ServiceNow.

Each sprint will also include a product demonstration, giving OCSD continuous visibility into Contractor development of your solution. After each sprint, Contractor facilitates another sprint planning session where stories may be added and reprioritized in light of OCSD feedback.

Contractor's Engagement Manager will coordinate all relevant story acceptance, sprint planning, and sprint demo meetings with the OCSD Project Lead(s).

After the final sprint, Contractor will then facilitate a final product demo. The final demo will be combined with a CVDM Gate Review in order to transition from agile development across functional areas to converged solution acceptance activities.

Final Sprint Product Demo Deliverables

#	Deliverable	Description & Business Value	Format Acceptance Criteria / Deliverable Requirements
4.1	Development Sprints, Testing, & Functional Demos	Execution of sprints to complete prioritized development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.	Native sprints and testing. Demo meetings are NTE one (1) hour weekly Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of

			functionality. After each sprint, Cask facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.
4.2	CVDM Gate Review & Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories	One (1) MS Word document

Evaluate: OCSD User Acceptance Testing (UAT)

#	Deliverable	Description & Business Value	Format
5.1	UAT Guidance Sessions	Best practice recommendations and/or facilitated UAT support with Contractor team members to aid in OCSD completion of OCSD test plans, scripts, use cases, and native testing	Three (3) working sessions, NTE two (2) hours duration each or additional testing as needed

Evaluate: Contractor Defect Mitigation

#	Deliverable	Description & Business Value	Format
6.1	Defect Mitigation	Mitigation of defects that are associated with user stories and requirements. Once all defects have been mitigated the solution configuration work is considered complete.	Native All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete
6.2	CVDM Gate Review & Solution Acceptance	OCSD acceptance of completed sprints following Contractor final product demo. OCSD confirmation that the solution is functioning as designed	One (1) MS Word file

Realize: Knowledge Transfer

Advisory Knowledge Transfer for Process Owners details the process in question, their roles, responsibilities, and suggests feedback mechanisms to ensure changes in OCSD business needs are incorporated into the process, and ultimately the solution. Sessions further cover how to leverage process-specific KPIs that were identified in process design sessions to validate and revise processes as required. Contractor will facilitate one (1) Advisory Knowledge Transfer session for the following processes: HR Case Management, HR Knowledge Management, and Enterprise Onboarding. Each session will be one (1) hour in duration.

#	Deliverable	Description & Business Value	Format
7.1	Technical Knowledge Transfer	Technical knowledge transfer to key platform administrators so that OCSD is able to support the solution.	One (1) meeting, NTE four (4) hours in duration.
7.2	Advisory Knowledge Transfer	Walkthrough of each respective process, including key activities, roles and responsibilities, KPIs, and offer best practice recommendations on continuous improvement in the context of strategic objectives.	One (1) meeting, NTE one (1) hour in duration, for each identified process.

Phase Gate	Project Element	Activity/ Deliverable	Acceptance Criteria / Deliverable Requirements
Realize	Realize: Knowledge Transfer	Technical Knowledge Transfer	Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build-logs documented against user stories.
Realize	Realize: Knowledge Transfer	Advisory Knowledge Transfer	Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work.

Realize: Training Program

Contractor recommends that the training program deliver both role-based and train-the-trainer approaches. Specifically, we recommend the following sessions:

- HR Agent Basics: This train-the-trainer session provides an overview of applicable ServiceNow terminology, ServiceNow navigation, and walks through the HR Agent Workspace view. Additional information is provided specific to HR personnel who will be working HR cases, including: case management (case creation, updating, transferring, pending, and closing); tasks (opening, assigning, completing); leveraging and sending Knowledge to promote employee self-service; reporting and dashboards.
 - Contractor recommends no more than twenty (20) participants attend this session
 - This session will be approximately four (4) hours in duration
 - OCSD will receive one (1) editable PowerPoint of the training presentation
 - One (1) video recording (facilitated voiceover recording) of the training presentation
 - Up to three (3) Job Aids or Knowledge Articles specific to HR Case Management
- HR Knowledge Manager and Content Author Training: This deep dive role-based session will explore HR Knowledge features including: search; feedback and ratings; article submission and

retirement processes; meta-tags and access criteria; and, knowledge reporting

- Contractor recommends no more than twenty (20) participants attend this session
- This session will be approximately one and a half (1 ½) hours in duration
- OCSD will receive one (1) editable PowerPoint of the training presentation
- One (1) video recording (facilitated voiceover recording) of the training presentation
- Up to two (2) Job Aids or Knowledge Articles specific to HR Knowledge Management

#	Deliverable	Description & Business Value	Format Acceptance Criteria / Deliverable Requirements
8.1	Train-the-Trainer HR Agent Basics Session & Materials	OCSD-identified train-the-trainer and pilot group participants receive detailed enablement on the configuration of platform capabilities in support of HR Agent roles and responsibilities. Session may be split into multiple sessions under the scope NTE per Contractor training analysis of OCSD needs.	NTE four (4) hours, one (1) MS PowerPoint presentation; one (1) video recording; three (3) Job Aids
8.2	Role-Based Knowledge Session & Materials	OCSD-identified role-based participants receive detailed enablement on the configuration of platform capabilities in support of Knowledge roles and responsibilities.	NTE ninety (90) min, one (1) MS PowerPoint presentation; one (1) video recording; two (2) Job Aids; One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors.

Realize: Go Live Checklist & Handover

#	Deliverable	Description & Business Value	Format Acceptance Criteria / Deliverable Requirements
9.1	Go Live Checklist	Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to an operational state.	One (1) MS Excel file Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations.

Realize: Go Live Hypercare Support

#	Deliverable	Description & Business Value	Format Acceptance Criteria / Deliverable Requirements
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10.1	Go Live Support	Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) business days.	Native Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support.
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Project Close

#	Deliverable	Description & Business Value	Format
11.1	Project Closeout Meeting & Report	Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.	One (1) meeting, NTE one (1) hour, and one (1) MS PowerPoint file

Roles & Responsibilities

Role	Responsibilities	Value to OCSD
Contractor's Engagement Manager	Contractor's Engagement Manager is responsible for: <ul style="list-style-type: none"> • Project scope • The engagement schedule and budget • Contractor resources assigned to the project • Meets with OCSD on a weekly basis to discuss project status, schedule, accomplishments, budget, risks and upcoming work for the following week, providing a weekly written project status report • Facilitates milestone sign-off with OCSD, as required 	<ul style="list-style-type: none"> • Keeps the project on-time • Manages the budget • Enables effective communication between OCSD and Contractor on progress • Ensures prompt resolution of risks, issues, questions, and escalations

Contractor's Client Architect	<ul style="list-style-type: none"> • Meets with OCSD every other week to provide program support and gather OCSD feedback • Provides overall platform expertise and best practice recommendations for OCSD near and long term goals • Identifies and mitigates potential risks to long term OCSD program, and OCSD platform governance • Serves as internal liaison and advocate for OCSD across Cask operational and delivery teams • Serves as point of escalation, as necessary • Ensures quality and caliber of Cask resources and work 	<ul style="list-style-type: none"> • Enables effective communication between OCSD and Contractor • Provides platform expertise to ensure work follows best practices • Provides continuity of program vision and objectives across program phases
Contractor's HRSD (Senior) Advisor	<ul style="list-style-type: none"> • Completes data analysis and leads working sessions to develop processes, define roles and responsibilities, determine key metrics and KPIs, • Develops functional requirements and user stories • Builds process documents and collaborates with the Cloud Architect to ensure stories support the processes developed • Provides expertise including the development of communications plans, training needs analysis, organizational change management materials, training materials, and other support 	<ul style="list-style-type: none"> • Provides functional subject matter expertise to ensure the solution follows procedural and industry best practices • OCSD leverages their experience working on projects of similar size and scope
Contractor's Cloud Architect	<p>Works with OCSD to:</p> <ul style="list-style-type: none"> • Identify functional and technical requirements • Groom and size user stories • Manage daily sprint standups • Demo our product at the end of each sprint • Manages internal unit testing prior to OCSD UAT • Prepare OCSD for go-live by reviewing checklist and associated activities • Leads knowledge transfer activities between Contractor and OCSD 	<ul style="list-style-type: none"> • Ensures the solution follows technical best practices • Maintains an upgrade path and is Contractor quality checked • Helps OCSD evaluate the right places to develop and integrate with technologies outside of ServiceNow • Prepares OCSD so they can support the solution after the post go-live support period ends
Contractor's (Senior) Platform Engineer	<ul style="list-style-type: none"> • Works with Cloud Architect to configure, script, and develop solution based on requirements built and sprints defined between Contractor and OCSD • Mitigates defects that are found as part of unit testing and UAT. Participates and supports the migration of work completed to test and production environments • Primary support resource during post-go live period 	<ul style="list-style-type: none"> • Provides OCSD technical expertise to ensure a quality solution

OCSD Participation

Role	Description
County Project Manager	<ul style="list-style-type: none"> • Participate in project planning and kickoff meetings • Work with the Contractor Engagement Manager to validate and finalize the project plan • Collect data requested from OCSD team members to provide to the Contractor Engagement Manager • Coordinate Executive Sponsor, Project team members, and stakeholders attendance at the Project Kickoff meeting • Work with Contractor Engagement Manager to schedule sessions and participate as required • Work side-by-side with Contractor’s Engagement Manager to ensure OCSD resources are available and present when required • Ensure all commitments needed from OCSD are met to completion and on time • Assist in coordinating resources for story grooming sessions • Collect and share feedback on stories from team and share with Contractor team • Ensure that specific tasks, such as validation of content and platform implementation, are accepted in a timely manner • Help document lessons learned to share in Project Close Meeting • Participate in Project Close Meeting
County	<ul style="list-style-type: none"> • Deliver a clear and consistent vision as well as messages of project objectives and goals throughout the duration of the project • Be a program champion across all organizations involved
County	<ul style="list-style-type: none"> • Representatives from each Department who have the authority to create new, or update existing, processes and procedures, that will supplement the successful implementation of the ServiceNow module • Representatives from each Department to validate and accept the final iteration of the ServiceNow module prior to go-live deployment
County Staff	<ul style="list-style-type: none"> • Participate in functional and technical requirements working sessions • Be key decision makers in these sessions to ensure that OCSD's functional and technical requirements are adequately represented, and decisions can be made in a timely manner
County Project Manager	<ul style="list-style-type: none"> • Responsible for the creation of OCSD test plan, cases, and scripts • Responsible for testing execution, and reporting and prioritizing all defects to Contractor project team for Contractor defect mitigation
County Technology	<p>Contractor’s most successful engagements occur when we work hand-in-hand with system administrators who are familiar with the ServiceNow platform. OCSD's future ServiceNow system administrator(s) should be made available to:</p> <ul style="list-style-type: none"> • Review the work completed by Contractor • Help to lead acceptance testing and validation • Receive the proper training from Contractor’s Architect

Deliverables Index & Acceptance Criteria

Contractor’s pricing is dependent upon OCSD adherence to the to-be-finalized Project Plan. To ensure project activities remain on time, OCSD will provide a timely review, within three (3)

business days, of any interim deliverables and/or work products (e.g. Process Guides, user stories, training materials). Any delay in this review due to OCSD availability and/or participation that significantly impacts project progress and resource utilization may prompt Contractor to stop work. OCSD will provide timely acceptance, within five (5) business days, for any formal deliverables described in the Statement of Work. If there is no formal acceptance within this timeframe after two (2) documented attempts the deliverable will be deemed accepted.

#	Project Element	Deliverable	Acceptance Criteria / Deliverable Requirements
3.1 Project & Business Value Management			
1.1, 1.2	Project Set Up & Launch	Logistics Meeting(s) & Materials	Initial communication between Contractor and OCSD to discuss resource needs, Project Plan outline, working sessions dates, dependencies and more. One (1) MS PowerPoint presentation
1.3, 1.7	Project Set Up & Launch	Project Plan	Schedule of initial project tasks and other project- related activities. Revised as required across the course of our project delivery. One (1) MS Project file, or native.
1.4, 1.5	Project Set Up & Launch	Kickoff Meeting & Presentation	Presentation of project goals, scope, activities, timeline, and expected outcomes. One (1) MS PowerPoint presentation.
1.6	Project Set Up & Launch	Weekly Status Meetings & Reports	Weekly meeting of progress in accordance with Project Plan deliverable that summarizes risks, actions, issues, and decisions, as required. One (1) MS PowerPoint presentation, per week for project duration.
1.8	Project Set Up & Launch	CA Governance Meetings	Executive cadence between Contractor Senior Delivery resource and OCSD executive stakeholders to discuss team performance and mitigate challenges for a successful partnership.
1.9	Project Set Up & Launch	CVDM Gate Review & Approval	A Stage Gate acceptance document will be executed by OCSD to ensure acceptance of deliverables and confirmation of OCSD capability required for forthcoming project activities and tasks. One (1) MS Word document.
3.2 Agile-Based Implementation			
2.1	Discover: Requirements Gathering Workshops	Design Workshops	Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined by Statement of Work.
2.2	Discover: Requirements Gathering Workshops	Process Guides	Process and business requirements including workflows, key activities w/narratives and roles and responsibilities documented in MS Word Document. Total of three (3) as defined by Statement of Work.
2.3	Discover: Requirements Gathering Workshops	User Stories	Solution design and detailed requirements groomed into user stories for the implementation of in scope ServiceNow modules. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.

2.4	Discover: Requirements Gathering Workshops	UX/UI Wireframes	Preliminary wireframes to showcase the user experience through black and white line art delivered as a low fidelity prototype. One (1) Web based URL.
2.5	Discover: Requirements Gathering Workshops	Creative Concepts	Two (2) creative concepts for the same key frame, based on the approved wireframes and current experience. One (1) Image or Web based URL.
2.6	Discover: Requirements Gathering Workshops	Final UI Concept	One of preceding two concepts finalized based on feedback, presented for final approval. One (1) Image or Web based URL.
2.7	Discover: Requirements Gathering Workshops	Detailed Design	Detailed design of Final UI Concept for any additional key screens. One (1) Image or Web based URL.
2.8	Discover: Requirements Gathering Workshops	Mobile Optimization	High fidelity prototype of optimized experience for native mobile. One (1) Image or Web Based URL
2.9	Discover: Requirements Gathering Workshops	Gate Review & Approval	County(s) acknowledgement and approval that to-be designed effort is aligned with in scope delivery activities. One (1) MS Word document.
3.1	Design: Review & Acceptance	Sprint Plan	Sprint Plan based on prioritized work effort. Can be documented in OCSD or Contractor ServiceNow instance, or exported to one (1) MS Excel file.
3.2	Design: Review & Acceptance	CVDM Gate Review & Design Approval	OCSD acceptance of solution design, i.e. stories and their prioritization, prior to respective sprints. One (1) MS Word document.
4.1	Create	Development Sprints, Testing, & Functional Demos	Development sprints that are each five (5) days in length executed to complete prioritized Solution Development. During each sprint, the Cloud Architect unit tests each piece of functionality. After each sprint, Contractor facilitates a product demo and sprint planning session, in which stories may be added and/or reprioritized.
4.2	Create	CVDM Gate Review & Create Approval	County(s) approval that in scope sprints have been completed per Contractor and OCSD agreed upon and prioritized stories. One (1) MS Word document.
5.1	Evaluate: OCSD User Acceptance Testing (UAT)	UAT Guidance Sessions	Facilitated by Contractor's Advisor(s), these virtual sessions provide best practice and general recommendations on preparatory activities for OCSD completion of test plans, scripts, use cases, and/or facilitated support of OCSD native testing. Three (3) working sessions, NTE two (2) hours duration, each.

6.1	Evaluate: Contractor Defect Mitigation	Defect Mitigation	All defects associated with a story are mitigated. Defects reported by OCSD that do not have an associated requirement as documented in a story will be classified as an enhancement. Enhancements are considered changes to original scope and therefore out of scope. Once all defects have been mitigated the solution configuration work is considered complete.
6.2	Evaluate: Contractor Defect Mitigation	CVDM Gate Review & Solution Acceptance	County(s) acceptance of configured solution and applicable mitigated defects. One (1) MS Word document.
7.1	Realize: Knowledge Transfer	Technical Knowledge Transfer	Technical knowledge transfer to OCSD System Administrator(s), including a walk-through of build- logs documented against user stories. Delivered through one (1) working session, NTE four (4) hours in duration.
7.2	Realize: Knowledge Transfer	Advisory Knowledge Transfer	Knowledge Transfer sessions for identified OCSD Process Owners for in scope processes as identified in the Statement of Work. Delivered through one (1) working session per in scope process area, NTE one (1) hour in duration each.
8.1	Realize: Training Program	HR Agent Basics Train-the-Trainer Program & Materials	One (1) session, NTE four (4) hours in total duration facilitated for OCSD-identified training personnel and super user participants. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and three (3) Job Aids or Knowledge articles specific to HR Case Management.
8.2	Realize: Training Program	Role-Based Knowledge Session & Materials	One (1) session, NTE ninety (90) minutes in total duration facilitated for OCSD-identified Knowledge Manager(s) and Content Authors. OCSD will receive one (1) editable MS PowerPoint, one (1) video recording, and two (2) Job Aids or Knowledge articles specific to HR Knowledge Management
9.1	Realize: Go Live Checklist & Handover	Go Live Checklist	Go Live checklist to prepare for Go Live, verifying all dimensions of OCSD Go Live readiness for smooth transition to production and operations. One (1) MS Excel file.
10.1	Realize: Go Live Hypercare Support	Go Live Hypercare Support	Five (5) days remote Cloud Architect and Engineer support for OCSD to assist with troubleshooting, questions, and other configuration-specific support. Native.
3.3 Project Close			
11.1	Project Close	Project Closeout Meeting & Report	Lessons learned, confirmed deliverables, and KPI checkpoint for the project. One (1) meeting, NTE one (1) hour. One (1) MS PowerPoint presentation.

VII. ~~System Support~~ CASK Reserve shall provide the following

Cask Reserve is a system support designed to provide OCSD with a flexible resource and service model to accommodate varying and unique needs on the ServiceNow platform. Those needs may include: technical and process advisory, strategic consulting, architectural design, incident resolution, end user service requests, troubleshooting, maintenance, configuration changes, and development of enhancements to core platform capabilities and live production applications.

Cask Reserve is a fixed fee managed service that provides OCSD with access to all of Cask's ServiceNow certified professionals and skilled subject matter experts through a monthly fund allotment. Cask shall invoice OCSD for system support pursuant to the rates defined in Attachment B Compensation and Pricing Provisions, Section 2 Fees & Charges, Sub- Section C. System Support.

OCSD Responsibilities

- OCSD shall provide a named point of contact who will have overall responsibility for managing and coordinating the performance of the party it represents in a prompt and professional manner
- OCSD point of contact shall communicate no less than monthly with the SDM at regular intervals to review progress and resolve any issues relating to the Engagement
- OCSD shall provide the appropriate admin level access needed for the Cask Managed Services team

OCSD shall provide approval of the level of effort and scope of enhancements prior to development starting. Changes to scope after approval may impact the level of effort and time to completion

- OCSD shall be responsible to work with the SDM to ensure that there is an appropriate number of requests being entered to consume all the monthly contracted dollars
- OCSD shall be responsible for any configuration necessary outside of the ServiceNow platform related to current 3rd party integrations
- OCSD shall not alter Cask's update sets or configurations therein
- OCSD shall be responsible to have the required software and licenses needed to complete the effort and outcomes
- OCSD shall utilize the Standard ServiceNow role and object based access control model for securing individual data elements, records and tables to the appropriate logged in user
- OCSD shall notify Cask in advance of any planned changes to the ServiceNow System and or Platform
 - These changes include but are not limited to code changes, cloning in or out of the environment, installation of patches/upgrades
 - Cask and OCSD will need to have mutual agreement on the date/time of any ServiceNow system or platform changes to ensure that the changes do not impact this engagement
 - If changes are made without mutual consent, costs and timelines may be impacted
- System Access:
 - OCSD will provide Cask full access to the ServiceNow environment from Day 1 of the engagement, unless otherwise agreed
 - During the engagement, if other resources need to be brought on to satisfy the scope of work requested, OCSD will provide the requested access in a timely manner
- External Systems:

- ServiceNow can connect to git-related repositories to manage versioning of built and deployed applications. OCSD will provide repositories and credentials to utilize this functionality for global and scoped applications

Assumptions

- IP based access controls are out of scope
- All Services shall be performed directly into OCSD's ServiceNow instance. At no time will Cask ingest any OCSD Data or hold any OCSD Data. All work shall be focused on OCSD's instance(s) of ServiceNow
- OCSD assumes and understands that ServiceNow is a cloud platform and may have known and unknown vulnerabilities. It is assumed that OCSD's IT Security team will be actively monitoring the system's access, patches, and vulnerabilities on an ongoing basis and has full responsibility for ensuring effective safeguards are in place and operational
- All work shall be completed remotely
- Cask Reserve shall be limited to operational work that does not require a project manager, doesn't have typical project elements such as strict deliverables and deadlines
- If an OCSD request involves a significant expansion of the platform, such as implementing/configuring a new module or product that is not currently implemented or in use, it will be scoped and sold separately from the Cask Reserve service. Any exceptions are subject to Cask approval.

VIII. Service Location, Contact and Business Hours

County of Orange
 Sheriff Coroner/Technology Division
 840 North Eckhoff St. Suite 104
 Orange, CA 92868-1051
 Ph: 714-704-7911
 Attn: Casey Ginther
 Email: CGinther@ocsheriff.gov

Work Hours & Days

- All work will be performed during normal business hours defined as Monday through Friday 8am – 5pm (Pacific Time) and excluding County holidays.
- Any work requested outside of normal business hours must be previously arranged and mutually agreed upon at least two (2) business days in advance.

County holidays are as follows:

New Year's Day	Martin Luther King's Birthday	Lincoln's Birthday
President's Day	Memorial Day	July 4 th - Independence Day
Labor Day	Native American Day Columbus Day	Veteran's Day
Thanksgiving Day & Friday after	Christmas Day	-----

ATTACHMENT B**Compensation and Pricing Provisions**

1. ~~Compensation: This is a firm fixed fee Contract between the County and Contractor for professional services as set forth in Attachment A, "Scope of Work".~~

~~The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article C. Amendments of the County Contract Terms and Conditions.~~

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

A. HRSD Phase 1 Professional Service Fees

Contractor's Role	Rate	Extended
Subject Matter Expert (Client Architect)	\$252.00	\$8,568.00
Engagement Manager	\$210.00	\$65,100.00
HRSD Senior Advisor	\$216.00	\$34,560.00
HRSD Cloud Architect	\$235.00	\$86,950.00
HRSD Advisor	\$156.00	\$45,240.00
HRSD Platform Engineer	\$174.00	\$66,120.00
UX/UI Senior Advisor	\$216.00	\$25,920.00
UX/UI Senior Platform Engineer	\$207.00	\$41,400.00
HRSD Phase 1 Professional Service Fees not to exceed amount per payment schedule:		\$373,858.00

- c. **Attachment B, Payment and Compensation Provisions, Section 2. Fees and Charges, is amended in part as follows:**

B. Payment Schedule for Milestones and Tasks

Pursuant to the following payment schedule, the County shall make payments upon completion of each Milestone within the specified time Duration (and no later than any Deadline)

Milestones and Tasks	Progress Payment	Amount	Status
Milestone 1 Contract Signature	20% payment	\$ 74,771.60	Completed
Milestone 2 Project Kick Off	20% payment	\$ 74,771.60	Completed
Milestone 3 Go Live Hand Over	20% payment	\$ 74, 771.60	Completed
Milestone 4 Project Close	40% payment	\$ 149,543.20	Completed

~~————*First Milestone shall start upon execution of the Contract and Finish (Deadline) Dates shall be within the duration period as specified.——~~

Milestones and Tasks	Duration	*Finish Date No later than	Status
Milestone 1 Contract Signature (Upon approval of the Board and final executing of contract)		Within 15 days	Completed
Contract Execution			
Logistic Meeting	2-3 hours		
Integrated master project plan that includes planning, sprint demo dates, and applicable dependencies, tasks, and deliverables.			
Milestone 2 Project Kick Off		Estimated date 5/1/23 (within 60 days)	Completed
Introduces Contractor Project Team and level sets expectations across executive sponsors, stakeholders, and OCSD team members; discussion project vision, goals and scope; walkthrough of Project Schedule activities, timeline, and expected outcomes.			
Foster communication, maximize transparency, and consistently validate our team is executing in accordance with the Project Plan, project vision, and requirements. Summarize work accomplished, raise concerns and/or issues and discuss proposed resolutions. Capture new action items and status updates of previously assigned action items.			
Updated in accordance with project progress, as applicable. Virtual meeting across OCSD and Contractor project leaders to support the successful delivery of current project and provide guidance and thought leadership to OCSD in alignment with future goals A Stage Gate acceptance document will be executed by OCSD to confirm OCSD capability required for forthcoming project activities and tasks Remote process design and requirements gathering working sessions for platform functional areas and related integrations and/or data migrations, as defined above.			
Milestone 3 Go Live Hand Over		Estimated date 9/1/2023 (within 120 days)	Completed
Checklist that details preparation activities to support successful Go Live. Supported completion ensures all dimensions of Go Live are achieved for a smooth transition to			

Milestones and Tasks	Duration	*Finish Date No later than	Status
an operational state.			
Project team support services guiding migration of update sets to Production and supporting resolution of break/fix issues. Five (5) bus. days			
Milestone 4		Estimated date 9/15/23 (within 14 days)	Completed
Details lessons learned and program successes; confirms delivery and acceptance of any outstanding deliverables; reviews KPIs and any pending action items.			

C. System Support

Rate Card – Effective through December 31, 2023

DIR Role	Hourly Rate
Program Manager	\$232.00
Engagement Manager (Service Delivery Manager)	\$211.00
Project Coordinator	\$138.00
Senior Advisor	\$291.00
Advisor	\$206.00
Cloud Architect	\$240.00
Senior Platform Engineer	\$214.00
Platform Engineer	\$178.00
Platform Administrator	\$141.00
Tech Writer	\$98.00

Modified Rate Card – Effective on January 1, 2024

DIR Role	Hourly Rate
Program Manager	\$227.00
Engagement Manager (Service Delivery Manager)	\$206.00
Project Coordinator	\$135.00
Subject Matter Expert	\$285.00
Senior Advisor	\$252.00
Advisor	\$202.00
Cloud Architect	\$235.00

Senior Platform Engineer	\$210.00
Platform Engineer	\$174.00
Platform Administrator	\$138.00
Tech Writer	\$96.00
Unit of Measure	Monthly Pricing
36 mos.	\$31,323

Item	Associated Fee
Original Monthly Fee / Capacity:	\$31,323.00
Increased Capacity Fee per Month effective 1/1/24:	\$31,323.00
Modified Monthly Fee / Capacity effective 1/1/24:	\$62,646.00

This increase in capacity shall be effective January 1, 2024, and extend through the date of completion of the full three (3) year term of the Contract on April 30, 2026. The modified monthly fee increase and corresponding capacity shall be applied to the following quantity of months:

Item	Quantity of Months
Year 1 -- January 1, 2024 - April 30, 2024	Four (4) months
Year 2 -- May 1, 2024 - April 30, 2025	Twelve (12) months
Year 3 -- May 1, 2025 - April 30, 2026	Twelve (12) months
Total Applicable Months Subject to Increased Capacity Fees:	Twenty-Eight (28) Months

The increased monthly capacity fees applied to the applicable months shall therefore extend the cost of the effort as follows:

Capacity Fee per Month	Applicable Months	Fees
\$62,646.00	Twenty-Eight (28)	\$1,754,088
\$31,323.00	Eight (8)	\$250,584.00
		TOTAL
		\$2,004,672

Contract amount shall not exceed \$624,442 for the Contract term of March 28, 2023 through and including December 31, 2023

Contract amount shall not exceed \$1,754,088 for the Contract term of January 1, 2024 through and including April 30, 2026

If in the performance of work and due to circumstances unforeseen or unknown during the development of this Statement of Work and assumed effort, Contractor determines that the requested work cannot be accomplished in the hours detailed above, Contractor shall notify OCSD as soon as reasonably possible in writing with an estimate of the additional hours to

complete the requested work in full. Upon receipt of such notification, OCSD and Contractor may modify the requested scope to define tasks that can be accomplished within the remaining work hours, or, extend Contractor's effort to accomplish the requested scope of work in full. Any modifications will be made by mutual agreement of the contracting parties through written contract amendment, which shall not be effective until executed by both Parties.

- OCSD is permitted to exceed the current month's funds by up to 10%. In doing so, OCSD may borrow funds from the next month's allotment, thereby reducing the following month's allotment of funds by the amount of overage incurred.
- As an alternative, OCSD may choose to incur an additional invoice for the overage fees. Overage which occurs during the final month of the subscription term will be invoiced separately.
- OCSD may carry over unused funds from the current month's funds to the next month, not exceeding 10% of the monthly allotment.

3. **Price Increase/Decreases:** No price increases will be permitted during the first year of the contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
4. **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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **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

6. **Payment Terms:**

A. HRSD Phase 1 Professional Service- Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Professional Service will be submitted monthly in arrear to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

B. Payment Schedule for Milestone and Task- [Completed] Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Payment schedule for

Milestone and Task will be submitted monthly in arrear to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

C. System Support - Payment in Arrears: Invoices are to be submitted per payment schedule above and payment for Support will be submitted monthly in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Vendor shall reference Contract number on invoice. Payment will be net 30 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.

7. 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.
8. 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 1 above
 - c. Contractor’s Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - 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
Sheriff Coroner/Technology Division
840 North Eckhoff St. Suite 104
Orange, CA 92868-1051
Email invoices to: Technologyinvoices@ocsheriff.gov

9. Payment (Electronic Funds Transfer (EFT))

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

Texas Contract No. DIR-CPO-4706

Attachment D

**COUNTY OF ORANGE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Application or Solicitation Number: _____

Application or Solicitation Title: _____

Was a campaign contribution, regardless of the dollar amount, made to any member of the Orange County Board of Supervisors or to any County Agency Officer within the preceding 12 months by the applicant, or, if applicable, any of the applicant's proposed subcontractors or the applicant's agent or lobbyist?

Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Applicant's Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is the Contributor:

- The Applicant Yes ___ No ___
- Subcontractor Yes ___ No ___
- The Applicant's agent/ or lobbyist Yes ___ No ___

Note: Under California law as implemented by the Fair Political Practices Commission, campaign contributions made by the Applicant and the Applicant's agent/lobbyist who is representing the Applicant in this application or solicitation must be aggregated together to determine the total campaign contribution made by the Applicant.

Identify the Board of Supervisors Member(s) and County Agency Officer(s) to whom you, your subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board of Supervisors Member or County Agency Officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

(Please add an additional sheet(s) to identify additional Board Members or County Agency Officer to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions)

By signing below, I certify that the statements made herein are true and correct. I also agree to disclose to the County any future contributions made to Board Members or County Agency Officers by the applicant, or, if applicable, any

of the applicant's proposed subcontractors or the applicant's agent or lobbyist after the date of signing this disclosure form, and within 12 months prior to and following the approval, renewal, or extension of the requested license, permit, or entitlement to use.

Date

Print Firm Name, if applicable

Signature of Applicant

Print Name of Applicant

**ORANGE COUNTY BOARD OF SUPERVISORS
AND COUNTY AGENCY OFFICERS**

Board of Supervisors

Doug Chaffee, Chairman, Fourth District

Donald P. Wagner, Vice Chairman, Third District

Andrew Do, First District

Katrina Foley, Second District, Supervisor-Elect, Fifth District

Lisa A. Bartlett, Fifth District

Vicente Sarmiento, Supervisor-Elect, Second District

County Agency Officers

Claude Parrish, Assessor

Hugh Nguyen, Clerk-Recorder

Todd Spitzer, District Attorney-Public Administrator

Don Barnes, Sheriff-Coroner

Shari A. Freidenrich, Treasurer-Tax Collector

Andrew Hamilton, Auditor-Controller

Contract Summary Form

OC Expediter Requisition# 1645414

Cask NX LLC

SUMMARY OF SIGNIFICANT CHANGES

N/A

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

See attached excerpt from the contract, which details a contract not to exceed amount of \$1,501,486.

3. **Term of Contract:** This Contract shall commence upon execution of all necessary signatures and continue through and including April 30, 2026, unless otherwise terminated by County. The term of this Contract exceeds the term of the Texas DIR-CPO-4706, as permitted by Texas DIR-CPO-4706, Appendix A, Section 4.5 Survival. Contractor agrees to perform services specified herein beyond the termination of the Texas DIR-CPO-4706 to April 30, 2026. Contract may be renewed upon mutual agreement of both Parties and upon successful renewal of the Texas DIR-CPO-4706. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give a reason if it elects not to renew.
2. Fees and Charges: County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. HRSD Phase 1 Professional Service Fees

Contractor's Role	Rate	Extended
Subject Matter Expert (Client Architect)	\$252.00	\$8,568.00
Engagement Manager	\$210.00	\$65,100.00
HRSD Senior Advisor	\$216.00	\$34,560.00
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UX/UI Senior Platform Engineer	\$207.00	\$41,400.00
HRSD Phase 1 Professional Service Fees not to exceed amount per payment schedule:		\$373,858.00

B. Payment Schedule for Milestones and Tasks

Pursuant to the following payment schedule, the County shall make payments upon completion of each Milestone within the specified time Duration (and no later than any Deadline)

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Milestone 4 Project Close	40% payment	\$ 149,543.20

*First Milestone shall start upon execution of the Contract and Finish (Deadline) Dates shall be within the duration period as specified.

C. System Support

DIR Role	Hourly Rate
Program Manager	\$232.00
Engagement Manager (Service Delivery Manager)	\$211.00
Project Coordinator	\$138.00
Senior Advisor	\$291.00
Advisor	\$206.00
Cloud Architect	\$240.00
Senior Platform Engineer	\$214.00
Platform Engineer	\$178.00
Platform Administrator	\$141.00
Tech Writer	\$98.00

Unit of Measure	Monthly Pricing
12 mos.	\$ 31,323

Contract shall not exceed \$375,876/year



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CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

400 West Civic Center Drive, Suite 202
Santa Ana, California 92701

Direct No.: (714) 834-3303

E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

Agenda Item No. SCS- 2
December 19, 2023

MEMORANDUM

December 13, 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, December 19, 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: *Tomas Noriega v. Orange County Sheriff's
Department*
Orange County Superior Court Case No. 30-2022-01249901.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO