

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.*

January 23, 2024

PRESENTATION (9:00 A.M.)

Supervisor Foley and Supervisor Sarmiento will host a presentation receiving checks from United States Congressman Lou Correa

Vice Chairman Chaffee will be presenting a resolution recognizing January 2024 as “National Trafficking and Modern Slavery Prevention Month”

CONSENT

9. Deleted

DISCUSSION

20. Continued to 2/6/24, 9:30 a.m.

31. Revised Title to read:

County Executive Office – Approve grant applications/awards submitted by *Sheriff-Coroner, OC Public Works, District Attorney, Health Care Agency and OC Waste and Recycling* in 1/23/24 grant report and other actions as recommended; *adopt resolution authorizing Director OC Public Works or designee to submit to Orange County Transportation Authority (OCTA) Project V Community-Based Transit/Circulators Program through Comprehensive Transportation Funding Program grant application for Expanded RanchRide Transit Service Program and execute cooperative agreement with OCTA and Rancho Transportation Management Association (dba RanchRide) to match funds; and adopt resolution authorizing OC Waste & Recycling Business Services & External Affairs Deputy Director or Grant Program Manager or designee to submit application and execute related documents and amendments to State Department of Resources Recycling and Recovery for Household Hazardous Waste Grant Program (HD41)* – All Districts

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

Item: 31

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

- S34A. **Chairman Wagner** - Establish County Executive Officer (CEO) Search Ad Hoc Committee to support CEO recruitment for Board Consideration

REVISIONS AND SUPPLEMENTALS TO JANUARY 23, 2024 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.

- S34B. **County Executive Office** – Approve and adopt 2023-2026 Memorandum of Understanding (MOU) with Association of Orange County Deputy Sheriffs for Public Safety General and Public Safety Supervisory Units, 6/30/23 – 6/25/26; and authorize County Executive Officer or designee to execute MOU – All Districts
- S34C. **County Executive Office** - Approve Memorandum of Understanding (MOU) with City of Anaheim for Cold Weather Emergency Shelter Program, 2/1/24 – 4/15/24; and authorize Director of Care Coordination or designee to execute MOU – Districts 2, 3, and 4
- S34D. **Probation** - Approve payment to Global Tel*Link Corporation dba ViaPath Technologies for voice communication services at youth facilities, 1/1/23 – 11/30/23 (\$88,252) – All Districts
- S34E. **Vice Chairman Chaffee - Acting as the Orange County Housing Authority** - Housing and Community Development Commission - Rescind prior Board Action on 1/9/23, Item 1; and appoint Carrie Buck, Yorba Linda, to complete term ending 6/30/25
- S34F. **Clerk of the Board** - Approve 2024 Chairman's appointments of board members to various boards, commissions and committees; and adopt California Form 806 - Agency Report of Public Official Appointments - All Districts
- SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Maria De Jesus Baez v. County of Orange, Orange County Superior Court
Case No. 30-2022-01248123
- SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Roger Dawes v. County of Orange, WCAB Case: ADJ12765966
- SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: City of Grants Pass, Oregon v. Gloria Johnson, et al., U.S. Supreme Court
Case No.: 23-175



Continuation or Deletion Request

Date: 1/17/24
To: Clerk of the Board of Supervisors
From: Robin Stieler, Clerk of the Board *Robin Stieler*
Re: ASR Control #: 23-001108, Meeting Date 1/23/24 Agenda Item No. # 9
Subject: Initial Adoption of Code for International School for Science and Culture

2024 JAN 17 PM 12:40
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
RECEIVED

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


Comments:

☒ Request deletion of Agenda Item No. # 9

Comments:



Continuation or Deletion Request

Date: January 18, 2024
To: Clerk of the Board of Supervisors
From: James Treadaway, OC Public Works Director 
Re: ASR Control #: 23-000913, Meeting Date 1/23/24 Agenda Item No. # 20
Subject: Approve Amendment to Agreement with Caltrans for the Laguna Canyon Road Project

☒ Request to continue Agenda Item No. # 20 to the 2/6/2024 Board Meeting.

Comments:

☐ Request deletion of Agenda Item No. # _____

Comments:



AGENDA STAFF REPORT

ASR Control 23-000441

MEETING DATE: 01/23/24
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 Approved Resolution to Form	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 Grant Application – Sheriff Coroner – Drug Prevalence in DUI Drivers – \$165,000
2.	Approve Grant Application – Sheriff Coroner – FY 2024/25 Selective Traffic Enforcement Program (STEP) – \$700,000
3.	Approve Grant Application and Adopt Resolution – OC Public Works – 2024 Renewed Measure M (M2) Project V Community-Based Transit/Circulators Program Expanded RanchRide Transit Service Program – \$1,690,650
4.	Approve Grant Application – District Attorney – Alcohol and Drug Impaired Driver Grants: Vertical Prosecution Program and California Traffic Safety Resource Program Training Network – \$3,590,658
5.	Approve Grant Award – Health Care Agency – Integrated HIV Surveillance and Prevention Funding for Health Departments – \$354,922
6.	Approve Grant Award – Health Care Agency – Adolescent Family Life Program – \$733,319.83

7.	Approve Grant Application and Adopt Resolution – OC Waste and Recycling – Household Hazardous Waste Grant Program (HD41) – \$50,000
8.	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
Attachment B - Measure M Resolution
Attachment B - Household Hazardous Waste Resolution



Grants Report

DRAFT

County Executive Office/Legislative Affairs

January 23, 2024
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 January 23, 2024, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

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

ACTION ITEMS:

1. Approve Grant Application – Sheriff Coroner – Drug Prevalence in DUI Drivers – \$165,000
2. Approve Grant Application – Sheriff Coroner – FY 2024/25 Selective Traffic Enforcement Program (STEP) – \$700,000
3. Approve Grant Application and Adopt Resolution – OC Public Works – 2024 Renewed Measure M (M2) Project V Community-Based Transit/Circulators Program Expanded RanchRide Transit Service Program – \$1,690,650
4. Approve Grant Application – District Attorney – Alcohol and Drug Impaired Driver Grants: Vertical Prosecution Program and California Traffic Safety Resource Program Training Network – \$3,590,658
5. Approve Grant Award – Health Care Agency – Integrated HIV Surveillance and Prevention Funding for Health Departments – \$354,922
6. Approve Grant Award – Health Care Agency – Adolescent Family Life Program – \$733,319.83
7. Approve Grant Application and Adopt Resolution – OC Waste and Recycling – Household Hazardous Waste Grant Program (HD41) – \$50,000
8. 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.



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	01/9/24
Requesting Agency/Department:	Sheriff-Coroner Department
Grant Name and Project Title:	Drug Prevalence in DUI Drivers
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	State of California, Office of Traffic Safety
Application Amount Requested:	\$165,000
Application Due Date:	1/31/2024
Board Date when Board Approved this Application:	
Awarded Funding Amount:	NA
Notification Date of Funding Award:	NA
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
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:	2017: \$270,000 2022: \$150,000 2018: \$316,000 2023: \$141,940 2019: \$350,000 2020: \$117,000 2021: \$299,850
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? (Please include the specific budget)	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 Orange County Crime Laboratory (OC Crime Lab) has worked collaboratively for a number of years to improve toxicological analysis and testimony on driving under the influence of drug (DUID) cases within the County of Orange. The laboratory has established standards of performance in both DUID testing and expert testimony that have been recognized at both the state and national level. To further improve the overall service to the County, the OC Crime Lab tests all blood samples obtained from traffic safety related incidents for drugs. To continue providing the County of Orange with up-to-date Toxicology services, the laboratory plans to send staff to training and supplement the toxicology staff with overtime to maintain turnaround times through funding from the California Office of Traffic Safety. The cost for the total compensation for overtime and training for current staff is \$165,000.
Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Recommended Action/Special Instructions (Please specify below)	
Request authorization to apply for the Drug Prevalence in DUI Drivers Grant in the amount of \$165,000. Resolution not required for this grant.	
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Bruce E. Lyle, blyle@ocsheriff.gov, (714)-834-6392	
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:
Stephanie Callian, Director. (714)-834-4510 Bruce Lyle, Assistant Director. (714) 834-6392	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	January 16, 2023																
Requesting Agency/Department:	Orange County Sheriff-Coroner Department																
Grant Name and Project Title:	2024/25 California Office of Traffic Safety (OTS) Grant for the Selective Traffic Enforcement Program (STEP)																
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 Office of Traffic Safety (OTS)																
Application Amount Requested:	\$700,000																
Application Due Date:	January 31, 2024																
Board Date when Board Approved this Application:	Not Applicable																
Awarded Funding Amount:	Not Applicable																
Notification Date of Funding Award:	Not Applicable																
Is this an Authorized Retroactive Grant Application/Award? No <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:	<table border="1"><thead><tr><th>Grant Term</th><th>Amount</th></tr></thead><tbody><tr><td>10/01/17 – 09/30/18</td><td>\$521,000</td></tr><tr><td>10/01/18 – 09/30/19</td><td>\$350,000</td></tr><tr><td>10/01/19 – 09/30/20</td><td>\$394,000</td></tr><tr><td>10/01/20 – 09/30/21</td><td>\$450,370</td></tr><tr><td>10/01/21 – 09/30/22</td><td>\$500,500</td></tr><tr><td>10/01/22 – 09/30/23</td><td>\$550,000</td></tr><tr><td>10/01/23 – 09/30/24</td><td>\$572,000</td></tr></tbody></table>	Grant Term	Amount	10/01/17 – 09/30/18	\$521,000	10/01/18 – 09/30/19	\$350,000	10/01/19 – 09/30/20	\$394,000	10/01/20 – 09/30/21	\$450,370	10/01/21 – 09/30/22	\$500,500	10/01/22 – 09/30/23	\$550,000	10/01/23 – 09/30/24	\$572,000
Grant Term	Amount																
10/01/17 – 09/30/18	\$521,000																
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10/01/21 – 09/30/22	\$500,500																
10/01/22 – 09/30/23	\$550,000																
10/01/23 – 09/30/24	\$572,000																
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>	Not Applicable																
Will the grant/program create new part or full-time positions?	Not Applicable																
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 Selective Traffic Enforcement Program (STEP) is a federal grant program administered by the California Office of Traffic Safety (OTS). The annual program aims to implement a program that will assist the Police traffic services with high visibility enforcement activities and driving under the influence (DUI) checkpoints. The program focuses on the behaviors that impact the safety of the road and the primary crash factors. The goal is to conduct high visibility enforcement activities such as driving under the influence (DUI) and Driver License Checkpoints, DUI saturation patrols, distracted driving, street racing, and site safety. These enforcement activities can increase the security of motorists, pedestrians, and bicyclists during DUI/traffic incidents and reduce the number of persons killed and injured in traffic crashes. In addition, the program intends to increase officer training																	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

in identifying and detecting drug impairment in drivers through the Drug Recognition Evaluator (DRE) Program. Finally, this program can improve public education about the dangers of driving under the influence of substances other than alcohol, educating the public on ways to stay safe and make safety their top priority.

The STEP grant includes an intensive media campaign in which the Orange County Sheriff's Department (OCSD) will participate in national campaigns to deliver traffic safety messages reaching people across all platforms with the mission of changing behaviors to reduce deaths and injuries from traffic crashes. The OCSD will continue to stop and arrest suspected impaired drivers during state and national campaigns such as Distracted Driving and Motorcycle Safety Awareness Month, Summer and Winter DUI Mobilizations, and the Click it or Ticket Mobilization. During the media campaign, OCSD officers will deliver traffic safety and education presentation programs that will help increase public awareness of the dangers and consequences of impaired driving.

The STEP grant program has also provided funds to OCSD to conduct training courses for its personnel and other law enforcement agencies throughout the county regarding alcohol and drug-impaired driving. The funds assist with the cost of instructors and tuition for the OCSD personnel to attend these and similar courses.

Over the years, this program has proven to be effective by enforcing the driving under the influence (DUI) checkpoints, addressing ongoing traffic safety problems, and reducing traffic fatalities and injuries on California roadways. This grant program also helps develop new training curricula and materials that educate and inform law enforcement officers and the public. This grant period is from October 1, 2024, through September 30, 2025.

If the application is accepted, the Sheriff-Coroner or designee will return to the Board of Supervisors for approval to accept the grant funding opportunity.

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)

Authorize the Sheriff-Coroner or designee to apply and sign all necessary grant application documents required for submitting the grant application to the California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP).

Department Contact :

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

Cruz Alday, Captain
calday@ocsheriff.gov
(949) 425-1819

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:

Cruz Alday, Captain
calday@ocsheriff.gov
(949) 425-1819

Kyle Ishii, Sergeant
Kishii@ocsheriff.gov
(949) 425-1886



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	January 5, 2024
Requesting Agency/Department:	OC Public Works
Grant Name and Project Title:	2024 Renewed Measure M (M2) Project V Community-Based Transit/Circulators Program Expanded RanchRide Transit Service 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>	Orange County Transportation Authority (OCTA)
Application Amount Requested:	\$1,690,650
Application Due Date:	January 25, 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? (If yes, attach memo to CEO) No	
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:	\$2,041,547 awarded on June 9, 2016, for RanchRide Project covering FY 2016-2017 through FY 2024-2025.
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 checked="" type="checkbox"/> Amount <u>\$187,850 (10%)</u> No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	County match will be provided by Rancho Transportation Management Association (dba RanchRide) via a cooperative agreement to be executed if grant funding is approved.
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>Grant funds would be used to fund RanchRide Transit Service Program, which is an existing community circulator service, planned for continued operation and expansion as more residential homes, recreational areas and commercial sites are developed in Rancho Mission Viejo. The transportation and parking needs grow for residents, service personnel, and employers year over year. Popular routes within the local and regional area will continue, as well as regularly scheduled shuttles to the most popular events and services within the community facilities will continue to be assessed and implemented. Use of RanchRide is offered free of charge to encourage ridership. Shuttles and buses of varying sizes can move riders into and out of the community and connect them to regional transportation hubs, such as the Metrolink station in San Juan Capistrano and OCTA Local Fixed Bus Route 91 Laguna Hills - San Clemente, through a demand-based or year-round service, based on community needs. The RanchRide website keeps riders informed of the schedule and routes, which adapt to meet evolving ridership requests. Examples of typical shuttle stop locations are:</p> <ul style="list-style-type: none">• Sendero Recreation Centers and Housing (within a village of Rancho Mission Viejo)• Sendero Commercial Center (within a village of Rancho Mission Viejo)• Esencia Recreation Centers and Housing (within a village of Rancho Mission Viejo)• Esencia Commercial Centers (within a village of Rancho Mission Viejo)	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

- Rienda Recreation Centers and Housing (within a village of Rancho Mission Viejo)
- Ladera Commercial Centers (Bridgepark, Mercantile West & East)
- Metrolink Stations at San Juan Capistrano and Laguna Niguel/ Mission Viejo
- Saddleback Community College
- The Shops at Mission Viejo
- Mission Hospital
- Downtown San Juan Capistrano
- Dana Point Harbor

The preliminary total cost for the project is approximately \$1,878,500. The requested grant amount is \$1,690,650 (90%) and local match is \$187,850 (10%). The local match will be funded by Rancho Transportation Management Association (dba RanchRide) via a cooperative agreement to be executed if grant funding is approved.

Board Resolution Required?

(Please attach document to eForm)

Yes ☒

No ☐

Deputy County Counsel Name:

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

Ray Diaz

Recommended Action/Special Instructions

(Please specify below)

1. Authorize the Director of OC Public Works or designee to submit Project V Community-Based Transit/Circulators Program grant application on behalf of Rancho Transportation Management Association (dba RanchRide) for the Expanded RanchRide Transit Service Program;
2. Authorize the Director of OC Public Works or designee to sign cooperative agreements with Orange County Transportation Authority, Rancho Transportation Management Association (dba RanchRide) for the Expanded RanchRide Transit Service Program;

Department Contact :

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

Sonica Kohli, 714/647-3910, Sonica.Kohli@ocpw.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:

Kevin Onuma, County Engineer, OC Public Works
Nardy Khan, Deputy Director, OC Infrastructure Programs, OC Public Works

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

January 23, 2024

A Resolution of the Board of Supervisors of the County of Orange approving the submittal of Expanded RanchRide Transit Service Program application, on behalf of the Rancho Transportation Management Association (dba RanchRide) to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program.

THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS THAT:

WHEREAS, the Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test and provide community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit; and,

WHEREAS, the Orange County Transportation Authority intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable; and

WHEREAS, the Orange County Transportation Authority has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program (CTFP) Project V Guidelines; and,

WHEREAS, the County of Orange desires to provide local community based transit services; and

WHEREAS, the County of Orange authorizes the nomination of Expanded RanchRide Transit Service Program, including all understanding and assurances contained therein; and,

WHEREAS, the County of Orange has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 funds, including Project V funds; and,

WHEREAS, the County of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and,

WHEREAS, the County of Orange authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and,

WHEREAS, the County of Orange Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and,

WHEREAS, the County of Orange will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the County of Orange will consult with Orange County Transportation Authority regarding the need for ADA/paratransit services and/or plan prior to starting operations; and,

WHEREAS, the County of Orange will execute a cooperative agreement with RanchRide to provide a minimum 10% in matching funds, excluding non-Project V subsidies or net fares collected, as required by the Project V CTFP Guidelines and share of the project costs and any additional costs over the identified programmed amount; and,

WHEREAS, the County of Orange will not use Measure M funds to supplant Developer Fees or other commitments; and,

WHEREAS, the County of Orange will give the Orange County Transportation Authority's representatives access to and the right to examine all data, records, books, papers or documents related to the Project; and,

WHEREAS, upon acceptance of these grant funds, the County of Orange agrees to execute a cooperative agreement with Rancho Transportation Management Association (dba RanchRide) for RanchRide to provide matching funds, implement the program and provide the necessary documents as required by the Orange County Transportation Authority Project V Community Based Transit/Circulators Program Guidelines; and

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

1. Requests the Orange County Transportation Authority allocate Project V funds in the amounts specified in the County of Orange's application to the County of Orange from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program (CTFP). Said funds shall be matched by funds from the County of Orange via cooperative agreement with RanchRide, as required, and shall be used as supplemental funding to aid RanchRide in the implementation of the proposed transit service.

ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE on _____, 2024.

SIGNED AND APPROVED on _____, 2024.

County Clerk



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☒ GRANT APPLICATION / ☐ GRANT AWARD

Today's Date:	January 16, 2024																	
Requesting Agency/Department:	District Attorney's Office																	
Grant Name and Project Title:	Alcohol and Drug Impaired Driver Grants: Vertical Prosecution Program and California Traffic Safety Resource Program Training Network																	
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Office of Traffic Safety																	
Application Amount Requested:	Total Grant Application Amount: \$3,590.658 <ul style="list-style-type: none">Vertical Prosecution Program: \$1,850,438CA Traffic Safety Resource Program: \$1,740,220																	
Application Due Date:	January 31, 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 (If yes, attach memo to CEO)																		
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:	<table border="1"><thead><tr><th>Year</th><th>Amount</th><th>Purpose</th></tr></thead><tbody><tr><td>FFY 23-24</td><td>\$1,303,250</td><td>Vertical Prosecution</td></tr><tr><td>FFY 23-24</td><td>\$1,539,354</td><td>Statewide Training</td></tr><tr><td>FFY 22-23</td><td>\$1,329,655</td><td>Vertical Prosecution</td></tr><tr><td>FFY 22-23</td><td>\$1,523,625</td><td>Statewide Training</td></tr></tbody></table>			Year	Amount	Purpose	FFY 23-24	\$1,303,250	Vertical Prosecution	FFY 23-24	\$1,539,354	Statewide Training	FFY 22-23	\$1,329,655	Vertical Prosecution	FFY 22-23	\$1,523,625	Statewide Training
Year	Amount	Purpose																
FFY 23-24	\$1,303,250	Vertical Prosecution																
FFY 23-24	\$1,539,354	Statewide Training																
FFY 22-23	\$1,329,655	Vertical Prosecution																
FFY 22-23	\$1,523,625	Statewide Training																
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? (Please include the specific budget)	N/A																	
Will the grant/program create new part or full-time positions?	Existing personnel will provide the grant-funded services.																	
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 California Office of Traffic Safety (OTS) awards funds to identify and address emerging traffic safety issues through innovative and evidence-based programs. This grant will provide continued funding for specialized personnel consisting of prosecutorial and investigative staff to prosecute alcohol and drug impaired driving cases as well as to provide training and technical assistance to police officers, prosecutors and other traffic safety professionals throughout the state. OCDA has been working in partnership with OTS on traffic safety and driving under the influence of drugs prosecutions since 2011. Since 2017, the District Attorney's Office has served as the statewide training agency for traffic safety.</p>																		



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

Board Resolution Required? (Please attach document to eForm)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)		
Recommended Action/Special Instructions (Please specify below)		
Request approval to apply for the California Office of Traffic Safety Grants program funding.		
Department Contact :	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.	
Matthew Pettit (714) 347-8440 Matthew.Pettit@ocdapa.org		
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:	
Matthew Pettit		



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	January 3, 2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	PS 18-1802 - Integrated HIV Surveillance and Prevention Funding for Health Departments
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health (CDPH) – Office of AIDS
Application Amount Requested:	N/A
Application Due Date:	N/A; funding is awarded based on allocation
Board Date when Board Approved this Application:	N/A
Awarded Funding Amount:	Additional \$354,922
Notification Date of Funding Award:	Letter of Award for Extension received January 3, 2024
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
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:	FY 2022: \$851,813 FY 2021: \$851,813 FY 2020: \$912,429 FY 2019: \$912,429
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: Allocation award
County Match?	Yes <input type="checkbox"/> Amount _____ or _____ % No <input checked="" type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	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 funds will be used for HIV prevention activities in the County of Orange, which align with the following allowable strategies:</p> <ul style="list-style-type: none">• Strengthen disease investigation infrastructure• Expand and provide navigation services• Health care provider engagement• Conduct HIV testing (Focused Testing and Routine Opt-Out Testing)• Strengthen community engagement• Strengthen structural/system-level interventions <p>The Board of Supervisors approved the application of funds as part of the Continuing Grant Matrix on August 9, 2022. The Notice of Award for FY 2023 of \$851,813 was received on January 24, 2023, and was approved by the Board on February 7, 2023. On July 17, 2023, Orange County received an amended agreement (grant agreement number 22-10789 A1) to extend the budget period of January 1, 2023, through December 31, 2023, to January 1, 2023, through May 31, 2024. No change was made to allocated funding amount under this amended agreement.</p>	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

On January 3, 2024, Orange County received a Letter of Award to extend the budget period of January 1, 2023, through May 31, 2024, to January 1, 2023, through July 31, 2024, and increase the total funding allocation by \$354,922 for the extended budget period, for a revised total allocation of \$1,206,735, for period of January 1, 2023, through July 31, 2024.

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 HCA respectfully requests that the Board takes the following action:

1. Accept the award of \$354,922 for the extended period of January 1, 2023, through July 31, 2024, for the Integrated HIV Surveillance and Prevention Funding for Health Departments grant.
2. Authorize the Health Care Agency Director, or designee, to sign and execute the Amended Grant Agreement Number 22-10789, upon review and approval by County Counsel, and authorize the Health Care Agency Director, or designee, to sign and execute related documents and to make such future amendments thereto that do not change the Agreement amount by more than 10% of the original amount and/or make immaterial, ministerial changes to the Agreement.

Department Contact:

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

Dr. Regina Chinsio-Kwong
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](#)
dbaetz@ochca.com



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	1/17/2024
Requesting Agency/Department:	Health Care Agency
Grant Name and Project Title:	Grant Name: California Department of Public Health (CDPH)/Maternal Child, Adolescent Health (MCAH)/Adolescent Family Life Program (AFLP) Project Title: Approval of Agreement Funding Application for #202330, Adolescent Family Life Program (AFLP) State Fiscal Years 2023-2026
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	California Department of Public Health: Maternal Child and Adolescent Health Division
Application Amount Requested:	\$733,319.83
Application Due Date:	N/A
Board Date when Board Approved this Application:	8/9/2022 Grant Report
Awarded Funding Amount:	FY 23-24 awarded \$733,319.83
Notification Date of Funding Award:	1/10/2024
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
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:	FY 20-21 awarded \$620,785.54 FY 21-22 awarded \$626,119.30 FY 22-23 awarded \$634,292.16
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: Allocation
County Match?	Yes <input checked="" type="checkbox"/> Amount \$ or _____ % FY 23-24 County match \$282,141 No <input type="checkbox"/>
How will the County Match be Fulfilled? (Please include the specific budget)	The award amount includes the Federal Title XIX dollars. The agency budgeted realignment funds are used for Title XIX match.
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 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. The Adolescent Family Life Program (AFLP) supports expectant and parenting youth in California using the	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

evidence-informed Positive Youth Development (PYD) model. AFLP is a case management program for expectant and parenting youth aged 21 and under which aims to: 1) Increase access to and utilization of needed services. 2) Increase social and emotional support and build resiliency 3) Empower youth to cultivate personal autonomy to make informed decisions about their sexual and reproductive health. 4) Strengthen youth knowledge and self-efficacy for education and career attainment.

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:

- 1) Authorize the Health Care Agency Director, or designee, on behalf of the Board of Supervisors to accept the grant funds.
- 2) Authorize the Health Care Agency Director, or designee, to sign related grant documents, and any amendments thereof, that do not change the award 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

Attachment A

☐ GRANT APPLICATION / ☒ GRANT AWARD

Today's Date:	1/16/2024
Requesting Agency/Department:	OC Waste & Recycling
Grant Name and Project Title:	Household Hazardous Waste Grant Program (HD41)
Sponsoring Organization/Grant Source: (If the grant source is not a government entity, please provide a brief description of the organization/foundation)	Department of Resources Recycling and Recovery (CalRecycle)
Application Amount Requested:	\$50,000
Application Due Date:	8/15/23
Board Date when Board Approved this Application:	8/8/23
Awarded Funding Amount:	\$ 50,000
Notification Date of Funding Award:	12/27/2023
Is this an Authorized Retroactive Grant Application/Award? No (If yes, attach memo to CEO)	
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:	
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? (Please include the specific budget)	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.
Improper storage and disposal of marine flares pose a public safety hazard with potential harm to the environment due to their classification as explosives. OCWR will use grant funds to cover costs associated with hosting marine flare collection events throughout various OC harbor cities. These events will be open to all Orange County residents as a free opportunity to properly dispose of marine flares. In 2022, OCWR collected 644 pounds of marine flares during a single six-hour event.	
Board Resolution Required? (Please attach document to eForm)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Deputy County Counsel Name: (Please list the Deputy County Counsel that approved the Resolution)	Paul Albarian
Recommended Action/Special Instructions (Please specify below)	
Adopt the resolution, which will authorize OCWR to accept the funds and execute all necessary	



CEO-Legislative Affairs Office Grant Authorization eForm

Attachment A

documents related to the Household Hazardous Waste Grant Program – HD 41.	
Department Contact:	List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information.
Kevin Gaxiola – 714-380-9641, Kevin.Gaxiola@ocwr.ocgov.com Irene Alonso – 714-673-2849, Irene.Alonso@ocwr.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:
Tom Koutroulis	

**RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY,
CALIFORNIA
AUTHORIZING EXECUTION OF APPLICATION MATERIALS FOR CALRECYCLE
HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM (HD41)**

January 23, 2024

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Orange County Board of Supervisors authorizes the acceptance of funds and execution of grant programming to CalRecycle for the Household Hazardous Waste Grant Program (HD41) which **OC Waste & Recycling** is eligible; and

Be it further resolved that the **Business Services & External Affairs Deputy Director** or **Grant Program Manager**, or their designee, is hereby authorized and empowered to execute in the name of OC Waste & Recycling all grant documents, including but not limited to, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

Be it further resolved that these authorizations are effective for the length of the HD41 grant term.

Date Adopted _____

Resolution No. _____

Attest/Certified _____ name(s)



RECEIVED

2024 JAN 17 PM 2:38

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

Date: January 17, 2023

RE: **Supplemental Item: Executive Search Ad Hoc Committee**

S34A

Please place a supplemental item on the January 23, 2024 Board of Supervisors meeting agenda for the establishment of a County Executive Officer (CEO) Search Ad Hoc Committee. The ad hoc committee will consist of myself and Supervisor Foley and will work with an executive search firm to identify qualified CEO candidates for Board consideration. The ad hoc will dissolve once a new CEO has been appointed.



County Executive Office

Memorandum

January 17, 2024

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: 2024.01.18 09:27:33
-08'00'

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

2024 JAN 18 PM 12:20

RECEIVED

S34B

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 23, 2024, Board Hearing.

Agency: County Executive Office
Subject: Approve 2023-2026 Memorandum of Understanding with the Association of Orange County Deputy Sheriffs for the Public Safety General and Public Safety Supervisory 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 January 11, 2024, 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 January 23, 2024, 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**

MEETING DATE: 01/23/2024
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: C 
DEPARTMENT HEAD REVIEW: 
DEPARTMENT CONTACT PERSON(S): Department Head Signature
Colette Farnes (714) 834-2836
Jamie Newton (714) 834-2247

RECEIVED
COUNTY OF ORANGE
BOARD OF SUPERVISORS
JAN 23 2024

SUBJECT: Approve 2023-2026 Memorandum of Understanding with the Association of Orange County Deputy Sheriffs for the Public Safety General and Public Safety Supervisory Units

CEO CONCUR

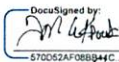


CEO Signature

Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of
Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2024.01.18 09:26:58
-08'00'

COUNTY COUNSEL REVIEW
Approve as to Form

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 Public Safety General and Public Safety Supervisory 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 Public Safety General and Public Safety Supervisory Units will ratify the terms and conditions of employment.

BACKGROUND INFORMATION:

The Association of Orange County Deputy Sheriffs (AOCDS) currently represents approximately 815 positions in the following Departments: Probation, Sheriff, District Attorney, and OC Community Resources/OC Parks. The classifications that comprise the Public Safety General Unit and Public Safety Supervisory Unit are:

Public Safety General Unit:

3034GS	Park Ranger I
3035GS	Park Ranger II
6005GS	Deputy Coroner
6007GS	Senior Deputy Coroner
6548GS	Public Assistance Investigator Trainee
6550GS	Public Assistance Investigator
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7402PS	Senior Juvenile Correctional Officer
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
7409PS	Senior Deputy Probation Officer

Public Safety Supervisory Unit:

3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
6011GM	Supervising Deputy Coroner
6551GM	Supervising Public Assistance Investigator
7403PM	Supervising Juvenile Correctional Officer
7413PM	Supervising Probation Officer

The previous Memorandum of Understanding (MOU) for the terms and conditions of employment for the Public Safety General and Public Safety Supervising Units was June 18, 2021, through June 29, 2023. On April 25, 2023, representatives from the County and AOCDS commenced the meet and confer process to negotiate a successor MOU.

Over the next 9 months, the parties met on multiple occasions and collaboratively arrived at a tentative agreement on January 11, 2024, 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 3.00 percent.

Premium Pays

- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase Night Shift Differential premium pay to 5.00% of the employee's basic hourly rate with a minimum of \$1.00 per hour and a maximum of \$2.50 per hour.
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase Training Officer Assignment Pay to \$5.00 per hour for all hours performing such training.
- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, add the Juvenile Placement Unit to the Specialty Assignment Premium Pay
- Deputy Juvenile Correctional Officers and Supervising Juvenile Correctional Officers who are assigned by management to a primary living unit to perform youth-supervising duties in a unit that houses youth(s) who meet eligibility requirements set forth in the MOU shall receive \$5.00 an hour for each full hour worked (or \$1.25 for time increments up to the nearest quarter hour worked) in that primary living unit supervising such youth(s).

The County shall implement this within 30 days of the first full pay period following the Board of Supervisors' adoption of the MOU.

Sick Leave

- Effective the first day of the first full pay period following Board adoption, expand Personal Emergency Leave to also 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 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;

- Allow donations of up to 24 hours of sick leave per fiscal year to employees using the Catastrophic Leave program;
- Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability;
- A performance rating of “meets performance objectives” shall earn a 2 step increase;
- Remove Discretionary Merit Increases beyond Step 10;
- Update all grievance processing timelines to 14 days;
- Share all costs of arbitration where lawfully permitted;
- Clarify employee representation rights;
- Continue Uniforms working group;
- Limiting the length of an Arbitration for New Hire Probation releases alleging discrimination; 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 \$31.9M, \$29.9M of which is Net County Cost (NCC). The estimated cost of \$3.4M (\$3.2M NCC) will occur in FY 2023-24; \$12.8M (\$12.0M NCC) will occur in FY 2024-25; \$15.8M (\$14.8M 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 Public Safety Units

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

Attachment C – January 11, 2023, Signed Deal Points (Tentative Agreement)

**MEMORANDUM
OF
UNDERSTANDING
PUBLIC SAFETY GENERAL UNIT
AND
PUBLIC SAFETY SUPERVISORY
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

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

On October 27, 2017, the Association of Orange County Deputy Sheriffs became the Exclusively Recognized Employee Organization for the Probation Services and Probation Supervisory Management Units. Subsequently on November 24, 2017, the Deputy Coroner, Public Assistance Investigator, and Park Ranger series were added to the Probation Services and Probation Supervisory Management Units. With the adoption of the 2017 – 2021 MOU the parties agreed to rename the Units as the Public Safety General Unit and Public Safety Supervisory Unit.

This Memorandum of Understanding adopted by the Board of Supervisors on XX, 2024 , sets forth the terms of agreement reached between the County of Orange and Association of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units for the period beginning June 30, 2023 through June 25, 2026. Unless otherwise indicated herein, all provisions shall become effective XX .

DEFINITIONS

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

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

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

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

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

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS shall mean the Director of Employee and Labor Relations, or his or her designee.

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

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

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

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

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid 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.

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. The official FLSA work period for the classifications listed below shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

Deputy Juvenile Correctional Officer I
 Deputy Juvenile Correctional Officer II
 Senior Juvenile Correctional Officer
 Deputy Probation Officer I
 Deputy Probation Officer II
 Senior Probation Officer
 Supervising Juvenile Correctional Officer
 Supervising Probation Officer

Once a Supervising Juvenile Correctional Officer submits his/her work schedule for an upcoming pay period, any additional mandated Duty Officer shifts that the employee is required to work within that pay period will be paid as overtime hours as outlined in Section 2.C. below.

- B. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

Deputy Coroner
Senior Deputy Coroner
Supervising Deputy Coroner
Park Ranger I
Park Ranger II
Supervising Park Ranger I
Supervising Park Ranger II
Public Assistance Investigator Trainee
Public Assistance Investigator
Supervising Public Assistance Investigator

- C. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.
- D. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and AOCDS first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such alternate work schedules.
- E. Whenever practicable, the County agrees to give employees a seven (7) calendar day advance notice of a shift change or a transfer to a different worksite.
- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- G. The County shall discuss with AOCDS any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to AOCDS at least fourteen (14) calendar days before such changes are put into effect.
- H. 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.
- I. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by AOCDS, the County agrees to study the feasibility of establishing work schedules consisting of either:
 - a. four (4) ten (10) hour workdays per week;
 - b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
 - c. flex time.
 2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
 3. AOCDS agrees not to request more than twelve (12) such studies concurrently for the combined units represented by AOCDS and no more than three (3) concurrently for each agency/department.
 4. The County agrees to discuss with AOCDS any findings and recommendations prior to reaching a final decision and implementation.
- J. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

K. Funeral Attendance

Each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.

Each Department may implement its own guidelines or policy outlining the process and requirements for Funeral Attendance per the above.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin.

1. For the employees listed in Section 1. A. above any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.
2. For the employees listed in Section 1.B. above and designated as non-exempt under FLSA, any work hours in excess of forty (40) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.
3. For the employees listed in Section 1.B. above and designated as exempt under FLSA any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.
4. The County and AOCDS may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of

the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of Compensatory Time (CT) hours which may be accrued by any employee is one hundred and twenty (120). If an employee accrues 120 hours of CT, he/she cannot accrue additional CT until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.
5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of one dollar (\$1.00) per hour and a maximum of two dollars and fifty cents (\$2.50) per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
3. Employees in the Public Safety General Unit paid on a sixteen (16) hour shift basis are exempt from these provisions.
4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours, 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.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2., 3. and 4., below, qualified employees who meet the following criteria shall receive an additional forty cents (\$0.40) cents per hour (approximately sixty-nine dollars [\$69] per month) for all hours actually paid.
 - a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer or his or her designee.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy cents (\$0.70) per hour (approximately one hundred and twenty- one dollars (\$121) per month) for all hours actually paid:

Deputy Probation Officer I
 Deputy Probation Officer II
 Senior Probation Officer
 Supervising Juvenile Correctional Officer
 Supervising Probation Officer
 Public Assistance Investigator Trainee
 Public Assistance Investigator

3. Counselor Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional seventy cents (\$0.70) per hour for all hours actually paid:

Deputy Juvenile Correctional Officer I
 Deputy Juvenile Correctional Officer II
 Senior Juvenile Correctional Officer

4. Exceptional Bilingual Pay for the Deputy Coroner and Sr. Deputy Coroner

Qualified employees in the following class who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer or his or her designee as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy cents (\$0.70) per hour (approximately one hundred and twenty one dollars (\$121) per month) for all hours actually paid.

Deputy Coroner
 Sr. Deputy Coroner

5. An employee shall not be eligible to receive more than one (1) type

of bilingual pay concurrently.

6. Bilingual pay shall not apply to workers' compensation supplement pay.
7. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:
 - a. department need;
 - b. availability of a qualified replacement; and
 - c. availability of another suitable assignment for the requesting employee.
8. AOCDS may continue to participate in the County bilingual pay working group to discuss items related to bilingual premium pay.

E. Probation Officer Specialty Assignment Pay

1. Effective March 11, 2022, employees on pay status in the Deputy Probation Officer I and Deputy Probation Officer II classifications and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of one hundred ninety two dollars and eighty five cents (\$192.85) biweekly (approximately four hundred seventeen dollars and eighty four cents (\$417.84) per month).
2. Effective March 11, 2022, employees on pay status in the Senior Deputy Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred three dollars and seven cents (\$203.07) biweekly (approximately four hundred thirty nine dollars and ninety eight cents (\$439.98) per month).
3. Effective March 11, 2022, employees on pay status in the Supervising Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred twenty six dollars and thirty eight cents (\$226.38) biweekly (approximately four hundred ninety dollars and forty nine cents (\$490.49) per month).
4. In the event an employee is assigned to a Specialty Assignment Unit for

a portion of a pay period, the Specialty Assignment Pay shall be paid on a pro-rated basis for those hours worked in the Specialty Assignment.

5. Specialty Assignment Units are as follows:

- AB 109
Units - 800; 801; 802; 803; 804; 805; and 806
- Special Supervision Division
Units - 100 (Special Enforcement); 241 (Sex Crimes); 242 (Domestic Violence); 332 (Gang Violence Suppression); 333 (Gang Violence Suppression)
- Adult Court Services
Unit - 382 (Collaborative Treatment)
- Juvenile Court Services
Unit - 079 (PPP/YDC)
- Professional Standards Division
Units - 920 (Internal Affairs); 922 (Rangemasters); 923 (Background Investigators)
- Juvenile Placement Units – 115 and 116

6. If an employee leaves a Specialty Assignment Unit (promotion, reassignment, reduction, transfer) for a non-Specialty Assignment Unit, then the Specialty Assignment Pay will end on the last day the employee is assigned to the Specialty Assignment Unit.

7. Employees in the Department that are voluntarily armed are not eligible for Specialty Assignment Pay.

F. Peace Officer Standards and Training (P.O.S.T.) Pay – Deputy Coroner Series

A full-time regular, limited-term or probationary employee classified as Deputy Coroner, Senior Deputy Coroner or Supervising Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred dollars (\$200) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty dollars (\$350) per month for an Advanced P.O.S.T. Certificate and 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.)

The employee shall submit a written request for P.O.S.T. Pay to the

agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

G. Peace Officer Standards and Training (P.O.S.T.) Pay – Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty dollars (\$150) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred dollars (\$300) per month for an Advanced P.O.S.T. Certificate and 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.)

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

H. Peace Officer Standards and Training (P.O.S.T.) Pay – Supervising Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Supervising Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty dollars (\$150) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred dollars (\$300) per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty dollars (\$340) dollars per month for a Supervisory P.O.S.T. Certificate 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.)

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

I. Training Officer Assignment Pay

Regular, full-time employees who are assigned to provide training to County or

Department personnel shall be paid five dollars (\$5.00) per hour for all hours performing such training. Employees in senior or supervisor classifications shall receive training officer pay unless:

1. The employee's primary assignment is to provide training during the normal course and scope of their duties; or
2. The employee is acting as a training officer; or
3. The employee is providing individual training or technical guidance to a lower level employee.

J. Hazard Premium Pay for Deputy Coroner Series

Effective the first day of the first full pay period in January 2020, regular, full-time employees in the Deputy Coroner series on pay status shall receive the equivalent of sixty-nine dollars and twenty-five cents (\$69.25) biweekly (approximately one hundred fifty dollars per month).

In the event an employee in the Deputy Coroner series is on pay status for a portion of a pay period, the Hazard Premium Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

K. Canine Handler Maintenance Pay

Effective March 11, 2022, 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 canine is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine vehicle, 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 canine is kenneled at a location other than the canine handler's residence.

The compensation to care for the canine is part of the canine handler's official duties.

Management will assign employees to the Canine Handler assignment based on existing skills, experience, training, and/or knowledge.

L. 21-25 Year-Old Youths Section 707(b) Supervision Pay

Deputy Juvenile Correctional Officers and Supervising Juvenile Correctional Officers who are assigned by management to a primary living unit to perform youth-supervising duties in a unit that houses youth(s) who:

- Are 21-25 years of age and;
- Are pending an offense as defined by Welfare and Institutions Code section 707(b); or
- Are serving a commitment as a result of a sustained offense under Welfare and Institutions Code section 707(b)

shall receive \$5.00 an hour for each full hour worked (or \$1.25 for time increments up to the nearest quarter hour worked) in that primary living unit supervising such youth(s).

This Pay shall not apply to employees who do not meet the above criteria or who have only incidental contact with the youth or supervise the youth for a limited period of time and are not actually assigned to the youth's primary living unit, even if their assignment brings them inside the primary living unit. This exclusion applies, but is not limited to, employees in the Institutional Security Unit, College Occupational Program, Court Holding, Visitation, Escorts, Transportation, Intake and Release Center, or other similar positions where the employee is not assigned to the primary living unit.

The County shall implement this within 30 days of the first full pay period following the Board of Supervisors' adoption of the MOU.

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

- A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.
- B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.
- C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.
- D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.
- E.
 - 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.
 - 2. If a recruiting step is decreased, incumbents of the class will be unaffected.
 - 3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C. for new employees.
 - 4. Any regular employee whose salary could be bypassed by a new

employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.
- D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2) step increase.

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

Section 4. Salary on Promotion

- A. Except as modified by B., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.
- C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

- A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

- A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.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 agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.
 - C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
 - D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
 1. If the salary of the employee is the same or less than the maximum of the new class, the salary 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 7. Salary on Reclassification

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

- A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.
- B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

- A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.
- B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

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

Section 11. Pay Check Deposit

- A. The County will permit an employee to authorize automatic deposit of his or her pay check to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
- B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.
- C. Employees hired on or before June 29, 2001 that do not authorize automatic

deposit will receive their pay check by U.S. Mail. The pay checks will be deposited in the U.S. Mail the day before the scheduled pay day.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

- a. A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period except as provided in section A.1.b below.
- b. A new or reemployed employee in a regular or limited-term position in the class of Public Assistance Investigator Trainee shall promote on the first day of the pay period following successful completion of the Specialized Investigators' Basic Course Academy (SIBC Academy), or an approved equivalent. Employees that have not met the above requirements within twenty-six (26) weeks will be terminated, or if applicable, returned to their former class.

2. Part-Time Employee

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

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.
 - a. A full-time employee in the Public Safety General Unit shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or

the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.b below.

- b. A full time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of fifty-two (52) weeks from the date of the promotion ending the first day of the pay period following completion of said period.
- c. A part-time employee in the Public Safety General Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period. However, a part-time employee in the Public Safety General Unit who promotes to a class in the same series shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.d. below.
- d. A part-time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.
- e. A full-time employee in the Public Safety Supervisory Unit shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Public Safety Supervisory Unit to a class in the same series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.
- f. A part-time employee in the Public Safety Supervisory Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion from a class in the Public Safety Supervisory Unit to a class in the same series, the promotional probation period shall

be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

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

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

- a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.
- b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.
- c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than

at the direction of the employee's agency/department head shall not have the right to return to his or her former class.

- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.
3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within fourteen (14) days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 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.
3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the

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

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 new or promotional probationary employee and his or her 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 department shall advise AOCDS in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-

term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief 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 XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.
- C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, and sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

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

- B. The department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

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

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 agency/department to another.

Section 9. On-Duty Meals – Probation Department

- A. The County shall provide meals to Probation Department sworn personnel employed in Probation Department residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.
- B. The County shall provide reasonable reimbursement for meals for Probation Department sworn personnel in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.
- C. During emergencies which require unusual amounts of overtime, Probation Department sworn employees who are required to work such excessive overtime shall be provided appropriate meals. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Probation Department.

Section 10. Transfer Policy for AOCDS Officers and Area Representatives

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

- A. the employee's performance is standard or better; and

- B. AOCDS objects to such assignment (AOCDS shall not object to such assignment change, except for good cause); and
- C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

AOCDS will agree to provide a list of Area reps within 30 days after any changes to the list occur.

Section 11. Training

- A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and AOCDS will inform employees of these training programs.
- B. During the term of this Memorandum of Understanding, AOCDS may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with AOCDS and consider implementation.

ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of 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).
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. For those extra help employees who qualify for paid sick leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014.

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, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian.
5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
6. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
7. Absence from duty because of personal emergencies or personal business not to exceed forty (40) working hours during the fiscal year.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
9. 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.
10. Up to twenty-four (24) hours of sick leave per fiscal year may be donated as a part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5., B.6., or B.8., above.
2. Absences which occur on a County holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:
 - a. Upon paid 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.3.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.3.a.
- c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provision of 3.a., above. Such request must be made at least thirty (30) calendar days prior to the effective date of his or her

retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.
5. Upon request of the County, negotiations shall be reopened to consider alternative sick leave incentive/control programs.
6. 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.

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 fulltime paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts [Note: double-shifts equate to two (2) 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 no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.
- D. An employee may request additional time off for bereavement. Additional time off shall be charged to the employee's accrued balances and must meet

eligibility requirements and conditions set forth in Article IV - Section 1, Article V, or Article VI.

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 14 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 authorized only after an employee's completion of a Departmental Leave and after all compensatory time and vacation accruals, or the portion of annual leave subject to 100% payoff have been applied toward payment of the absence.
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 IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:
 - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation accruals, sick leave and annual leave have been used;
 - b. When Official Leave involves the circumstances covered by

Section 1, subsections.B.4, B.5 or B6 of this Article – after all accumulated compensatory time, vacation, sick leave (to the extent available to the employee for such use) and annual leave have been used;

- c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals, and/or the portion of the annual leave subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the 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 leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.
6. If the department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
7. An Official Leave shall not be credited toward continuous service.

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 Nonoccupational Disability

- A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 - 1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
 - 2. Such Leave shall begin after all accrued sick leave, compensatory and vacation time and/or annual leave have been applied toward the absence.
 - 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)
- B. If additional leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

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

Section 6. Jury Duty Leave

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

duration of such jury duty. Such requests shall be granted if practicable.

Section 7. Witness Leave

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

Section 8. Leave for AOCDS Business

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

- A. AOCDS shall make a request to the employee's Department Head at least ten (10) days in advance.
- B. AOCDS shall not request that such Leave be effective for more than four (4) employees on any workday.
- C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 9. Absence Without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.
- B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:
 - 1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;
 - 2. a statement of the reasons for considering the employee to have automatically resigned;

3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.
- C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.
- D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate
- F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

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

after the date of birth or placement for legal adoption of the child.

2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
 3. Such employee has completed new probation.
 4. All accrued vacation, compensatory time or annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick Leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave, vacation, or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

3. accepts employment outside the County; or
 4. accepts employment in another County position; or
 5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or
 6. is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 12. Catastrophic Leave

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

Section 13. Leave for Attendance at Professional Conferences – Probation Department

- A. Employees may request three (3) working days leave with pay each fiscal year for attendance at professional training conferences subject to the following conditions:
1. The request is made timely on the appropriate Department request forms.
 2. The conference and training are job related, certified by Department-required entities and attendance meets Department's scheduling and business operation needs.
 3. The workload in the employee's unit must be such that he or she can be spared without negative impact on the unit.
 4. The employee's absence will not result in overtime for the employee or others.

5. The employee's workload is current and his or her performance is standard or above.
 6. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.
 7. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to Department-designated management or supervisory staff.
- B. Attendance at training conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.
 - C. Multiple request to attend the same conference or conferences scheduled at the same time will be considered based upon availability based upon adequate coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.
 - D. Request may be made for more than three (3) days Leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the department.
 - E. Attendance at conferences out of the general area will require approval under the County Travel Request Procedure and is not covered by this provision.

Section 14. Family Leave

A. General Provisions

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

- a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
 - b. The birth of a child, and in order to care for the newborn child within one year of birth.
 - c. Placement of a child for adoption or foster care within one year of the placement.
 - d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or a child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).
 - e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.
 - f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.
3. Employees must request and identify their need for Family Leave. The County and AOCDS agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
 4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
 5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military

caregiver leave first.

6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the department shall determine whether sick leave, annual leave, compensatory leave, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave or annual leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B.

B. Notification Requirements

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

C. Verification

1. As a condition to the approval of Family Leave, an employee may be

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

2. Employees who request leave to care for a covered service member who is a child, spouse, registered domestic partner, parent or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military members in on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.
4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

Section 15. Leave 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 V VACATION

Section 1. Accumulation of Vacation

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

- B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall 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. 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 .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.

- D. 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) shall be determined. The 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 same procedure shall be applied to each subsequent fifty-two (52) week period.

- E. For employees in the Public Safety General Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) 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.

- F. For employees in the Public Safety Supervisory Unit, the maximum

allowable vacation credit may accrue at any one (1) time for a full-time employee shall be four hundred (400) hours and a prorated amount equal to ten (10) 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 first day of the first full pay period following approval by the Board of Supervisors, employees in the Public Safety Supervisory Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of fifty (50) Vacation hours during the fiscal year for approved time off and employees in the Public Safety General Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of ninety (90) 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.C and F.) 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.) 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. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- 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.6.

- J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Deputy Sheriff - Emergency Service, Election Board Officer or Election Night Help.
- K. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.
- L. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

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

- 1. For employees with no annual leave balances in the Public Safety General unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.
- 2. For employees with no annual leave balances in the Public Safety Supervisory unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

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

- 1. An employee with annual leave balances in the Public Safety General unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 70 hours, if the employee has more than 250 hours of accrued vacation hours at any point in the fiscal year.
- 2. An employee with annual leave balances in the Public Safety Supervisory

unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 110 hours, if the employee has more than 290 hours of accrued vacation hours at any point in the fiscal year.

C. Vacation and Annual Leave Cash Out – Compensation Earnable

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

ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977 and before the 2017-2021 MOU was adopted by the Board of Supervisors on January 4, 2019.

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

- A. Effective January 18, 2019, 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 Vacation hours that may be used pursuant to Article V, Section 2.B.

Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
 - 1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.
 - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
 - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal ward.
 - 5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code

section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
 7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 - C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the ten (10) years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. When a person is reemployed in a regular or limited term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.
- G. 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.
- H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

- A. An employee in the Public Safety General Unit with over 600 hours of accrued annual leave shall be permitted to cash out seventy (70) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety General Unit with 600 or less hours of accrued annual leave shall be permitted to cash out thirty-five (35) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional thirty-five (35) 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 request. In no event shall an employee be paid for more than 70 hours of annual leave in a fiscal year.

An employee in the Public Safety Supervisory Unit with over 600 hours of accrued annual leave shall be permitted to cash out one-hundred and ten (110) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety Supervisory Unit with 600 or less hours of accrued annual leave shall be permitted to cash out fifty-five (55) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional fifty-five (55) 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 110 hours of annual leave in fiscal year.

- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- C. A Public Safety General unit 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 years	240 hours maximum paid at 100%
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10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.
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Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E. If an employee has less than 320 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 320 and the amount of vacation hours that the employee has accrued. (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 pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

- D. A Public Safety Supervisory Unit 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 years	320 hours maximum paid at 100%

10 or more years

A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance, after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F. If an employee has less than 400 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 400 and the amount of vacation hours that the employee has accrued. (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 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.

- E. 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.

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

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

- 2023: Independence Day, July 4
 Labor Day, September 4
 Native American Day, September 22
- 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 Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday falls on a Sunday, the next day shall be observed as the holiday, except as noted in E. below.
- D. When a holiday falls on a Saturday, the Friday immediately preceding shall be observed as the holiday, except as noted in F. below.
- 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 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. 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, 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. 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. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

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

D. Compensation for Work on Holidays

- 1. An employee who is required to work on Native American Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked. Work performed on a holiday which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 2.C.1.
- 2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times

the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
- E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.
 - F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
 - G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.

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 reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

- A. Except as provided below, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. The reimbursement rate for an employee in the class of Deputy Probation Officer I, Deputy Probation Officer II Senior Deputy Probation Officer, Supervising Probation Officer, and Supervising Juvenile Correctional Officer shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate.
- C. For an employee in the class of Deputy Juvenile Correctional Officer I, Deputy Juvenile Correctional Officer II and Senior Juvenile Correctional Officer, Deputy Coroner, Senior Deputy Coroner, Supervising Deputy Coroner, Park Ranger I, Park Ranger II, Supervising Park Ranger I, and Supervising Park Ranger II, who drives two-hundred fifty (250) or more miles in any calendar month in the performance of his or her duties, the reimbursement rate shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.
- D. Effective January 18, 2019, an employee in the Public Assistance Investigator series who is authorized to use a private automobile in the performance of duties shall be paid as follows, subject to the current Vehicle Rules and Regulations established by the Board. The per mile reimbursement rate shall be a flat rate, set at the higher of the IRS rate or the highest rate which applies to any represented employees of the County.
- E. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

Section 2. Mileage Reimbursement – Claims Less Than \$10

An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten

(10) dollars in any month in which actual mileage is incurred but the actual mileage reimbursement would otherwise be less than ten (10) dollars. Employees may be eligible for the minimum mileage reimbursement if all of the following conditions are met:

- A. The employee has actually worked eighty (80) hours in the month;
- B. The employee used their vehicle and has filed a claim for mileage reimbursement;
- C. The department/agency has certified that the employee was required to use the employee's privately owned vehicle to perform the essential functions of the employee's job.

Section 3. Transportation Supplement – Public Assistance Investigator Series

Effective August 2020, the County shall pay a five hundred fifty (\$550) dollar annual transportation expense allowance to employees in the Public Assistance Investigator series employed as of August 1 each year who are regularly required to use a private vehicle in their employment. Additionally, the County shall pay five hundred fifty (\$550) dollars to employees in the Public Assistance Investigator series who drive more than six thousand (6000) miles on County business in a fiscal year. Eligible employees must submit a claim on or before August 31 of each year.

Employees in the Public Assistance Investigator series who drives their private vehicle in the performance of County duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars (\$1,000) 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 department sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or a memo if no report is applicable, 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 to the Department.

Section 4. Personal Property Reimbursement

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

shall be limited to the functional value of the watch.

Section 5. Boots

Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred (\$300) dollars per fiscal year.

Park Ranger I
 Park Ranger II
 Supervising Park Ranger I
 Supervising Park Ranger II

Section 6. Educational and Professional Reimbursement

A. 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.

B. Eligible Employees

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

C. Reimbursement Eligibility

1. The following are eligible for reimbursement:

- a. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)
- b. Accredited certificate programs

- c. Vocational skills program
 - d. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation
 - e. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation
 - f. Professional conferences, conventions, and seminars that are related to business objectives
 - g. Fees related to obtaining and/or renewing a license, including special drivers' licenses
 - h. Fees related to certifications or accreditations
 - i. Fees related to taking professional examinations
 - j. Professional association membership fees
2. 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.
3. Courses are not eligible for reimbursement if they:
- a. Are taken to bring unsatisfactory performance up to an acceptable level;
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 - c. Duplicate available in-service training; and/or
 - d. Duplicate training which the employee has already had.

D. Nature of Reimbursement

1. 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.

2. 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.
3. 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.
4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
5. Public Service Institute (PSI) courses are not eligible for reimbursement.
6. 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.
7. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$10,000.

E. Request Procedure

1. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by Department.
2. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.
3. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certifications, or accreditations, the employee shall furnish proof of payment, and proof of grade (where applicable) to the Agency/Department Head as soon as possible.
4. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a rating of "Does Not Meet Objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

- A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:
 - 1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
 - 2. be informed of the employee's right to representation in the response;
 - 3. be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

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

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

1. a description of the proposed action and its effective date(s);
 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. copies of material on which the proposed action is based;
 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 5. a statement of the employee's right to representation;
 6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may be represented by AOCDS in a hearing pursuant to this Article. An employee may not use privately retained counsel at the hearing.
- E. An employee shall receive written notice either sustaining, modifying or cancelling a proposed discharge on or prior to the effective date of such action.
- F. An employee shall receive written notice either sustaining, modifying or cancelling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.
- G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.
- H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

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

Section 5. Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

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

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor

shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

- A. Employees covered under the Public Safety Officers Procedural Bill of Rights Act (Cal. Government Code § 3300 et. sec.) are entitled to rights at the investigatory meeting to the extent required under that statute.
- B. An employee in the Deputy Coroner series who is 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.
- C. For employees in the Deputy Coroner series, 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.
- D. An employee may represent himself or herself or may be represented by AOCDS in an investigatory meeting. An employee in the Deputy Coroner series is not entitled to be represented by privately retained counsel at the meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

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 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.
- H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and AOCDS agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.
- 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. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 1.

Section 4. Electronic Submission of Grievances

- A. AOCDS and its authorized representatives may electronically submit grievances and appeals on behalf of its members.

- B. All grievances and appeals shall be submitted on County-designated forms via email to the County's Employee & Labor Relations office at the designated email address provided by the Director of Employee & Labor Relations. A courtesy copy should be electronically submitted to the applicable Department HR Manager.
- C. AOCDS shall submit grievances and appeals on the County's grievance form along with any attachments. All documents and attachments corresponding to the grievance should be in the same email submission. If AOCDS submits the grievance documentation from an AOCDS staff representative or on their behalf from an AOCDS-authorized staff member using an official AOCDS email account, no signature on the form itself shall be required. AOCDS and the County agree that alternative forms of electronic signature from AOCDS-authorized representatives are acceptable.
- D. AOCDS shall redact or remove any non-essential sensitive personally identifiable information and personal health information before making an electronic submission to the County. Examples include: full date of birth, full social security numbers, full taxpayer-identification number, full credit card or debit numbers, driver's license numbers, and the full names of clients or minors. AOCDS should substitute non-sensitive and de-identified placeholders (e.g., initials of minors) if needed to make a document(s) more understandable. AOCDS should note whether e-filed documents are not in a native format due to redactions or modifications on the grievance form or attachment(s).
- E. AOCDS submissions will be considered timely filed if the County's email system time stamp reflects that the entire document, in compliance with this Agreement, was received before 11:59 p.m., Pacific Time Zone on the due date prescribed by the applicable Memorandum of Understanding. After 11:59 p.m. on the due date is considered the beginning of the next day.
- F. Generally, the County will not excuse an untimely filing due to technical difficulties, e.g., (a) problems with a user's internet service provider, telephone lines, hardware, or software; or (b) rejection of a document because it contains a virus.
- G. AOCDS may submit the grievance in person at Human Resource Services (HRS) Reception (currently at the Hall of Administration at 333 W. Santa Ana Blvd, Santa Ana) only during HRS' normal business hours. In-person documents must be filed before close of business on the due date.
- H. The County shall send AOCDS a confirmation e-mail message referencing receipt of the grievance or appeal submission. AOCDS should contact

Employee & Labor Relations if such receipt is not received within 2 business days of submission.

Section 5. Employee Representation

- A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure. 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 a separate AOCDS representative present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present AOCDS's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS. The County will endeavor to provide copies of all grievances/appeals filed by employees to AOCDS as soon as reasonably practicable.

Section 6. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to:
 - 1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;
 - 2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:
 - 1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her supervisor and shall report back to the supervisor when the

grievance/appeal work is completed.

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

Section 7. Informal Discussion

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

Section 8. Grievance/Appeal Steps

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

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head 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, agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief 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 performance evaluation rating of "Does Not Meet Objectives;"
- c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
- d. a written reprimand; or

it may be appealed in writing to the Chief Human Resources Officer within fourteen (14) calendar days after receipt of the written decision from Step 1. Appeal of a probationary release alleging discrimination and/or suspension and/or a reduction ordered by the Department Head or his or her designated representative may be submitted in writing at Step 2 within fourteen(14) calendar days after receipt of the notice of probationary release alleging discrimination and/or 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., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 9. Referrals to Arbitration

A. Grievances

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

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

B. Disciplinary Appeals

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief 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 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 by a representative of AOCDS and shall be submitted in writing.
- d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 9. of the MOU?
- e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

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

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

1. If the arbitrator finds that the disciplinary action was

taken for reasonable cause, he or she shall sustain the action.

2. Suspensions/Reductions

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

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 9.A., above.
 - a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?
 - b. If so, what shall the remedy be under the provisions of Article IX, Section 9.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and AOCDS?
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no violation of Article XVII,

NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.

- b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
- c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 - 1. The probationary release may be sustained.
 - 2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 - 3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

- 1. Except as otherwise required by law, the cost of an arbitration (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 when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- 2.. Grievance/Appeal hearings by an arbitrator shall be private.
- 3..Arbitration appeal hearings of suspensions of less than forty (40) hours shall be limited to two (2) days unless both parties agree that a longer

hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The two (2) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.

4. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 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.
5. 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.
6. 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.
7. 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.
8. 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.
- 9. 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.
- 10. 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.
- 11. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forego the use of a court reporter in arbitrations resulting from a suspension.
- 12. The decision of the arbitrator shall be final and binding on all parties.
- 13. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be presented in writing to the Chief Human Resources Officer within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by

the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within fourteen (14) calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 9.A. or B., above.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

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

Section 2. Order of Layoff

- A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/department head shall be laid off in an order based on consideration of:
 - 1. employment status,
 - 2. past performance,
 - 3. length of continuous service with the County.
- B. Layoffs shall be made by class within the department except that:
 - 1. Where a class has a dual or multiple concept, the Chief 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.
- E. AOCDS may designate employees who are regular AOCDS officers or area representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

For a rating of "Does Not Meet Objectives" on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an

employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

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

Section 4. Notification of Employees

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

Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section.

Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section;

and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

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

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

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

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

- B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower

ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
 - 1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
 - 2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
 - 3. An employee in the Public Safety General Unit who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to 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 is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
 - 1. All sick leave and annual leave credited to the employee's account when laid off or unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
 2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.
 3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:
1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.
 2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

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

Section 1. Treatment of Industrial Injuries

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

Section 2. Disability Payments and Leave

Whenever an eligible 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 placed on Workers' Compensation Leave. Employees shall receive compensation provided by or equal to California Labor Code Section 4850 (see Section 3 below) or Workers' Compensation Supplement Pay (see Section 4 below).

Section 3. 4850 Rate of Pay

The following classifications shall be compensated for the time period and rate provided by or equal to California Labor Code Section 4850:

6005GS Deputy Coroner
 6007GS Senior Deputy Coroner
 6550GS Public Assistance Investigator
 7400PS Deputy Juvenile Correctional Officer I
 7401PS Deputy Juvenile Correctional Officer II
 7402PS Senior Juvenile Correctional Officer
 7405PS Deputy Probation Officer I
 7408PS Deputy Probation Officer II
 7409PS Senior Deputy Probation Officer
 6011GM Supervising Deputy Coroner
 6551GM Supervising Public Assistance Investigator
 7403PM Supervising Juvenile Correctional Officer
 7413PM Supervising Probation Officer

Section 4. Workers' Compensation Supplement Pay

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, eligible employees in the following classifications shall receive workers'

compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays:

3034GS Park Ranger I
 3035GS Park Ranger II
 6548GS Public Assistance Investigator Trainee
 3036GM Supervising Park Ranger I
 3037GM Supervising Park Ranger II

- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, annual leave and/or vacation, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue annual leave, sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
- F. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 5. Use of Leave Balances After Exhaustion of 4850 Pay or Workers Compensation Supplement Pay

When an employee is no longer entitled to receive 4850 Rate of Pay (see Section 3) or workers' compensation supplement pay (see Section 4), the employee may, at his or her option, use annual leave, sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above. If an employee uses such leave balances while receiving workers' compensation temporary disability benefits, only annual leave, sick leave, compensatory time or vacation leave balances used shall be counted toward the calculation of County seniority and determination of sick leave and vacation earning rates.

Section 6. 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, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

Section 7. 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 XIII SAFETY

Section 1. General Provisions

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

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

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an 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. Safety Representatives

- A. Safety Representatives may be selected by AOCDS to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.
- B. The number of Safety Representatives at each facility shall be determined as follows:
 - 1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.
 - 2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.
- C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:
 - 1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.
 - 2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 - 3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

- a. the Safety Representative checks in and checks out with the supervisor of the unit; and
- b. he or she does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

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

ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

- A. The County will continue the current system of providing clothing, uniforms, and special equipment for all groups of employees in the Units who are currently provided such items.
- B. The County and AOCDS will continue participating in a working group to review the issue of required uniforms for classifications in the Probation Department. . The working group will strive to complete its work, including making recommendations to the Chief Probation Officer, during the term of the 2023-2026 MOU. Any proposed changes resulting from this review will be at the sole discretion of the Chief Probation Officer.

ARTICLE XV AOCDs AND EMPLOYEE RIGHTS

Section 1. Employee Rights

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

Section 2. Payroll Deduction

- A. Membership dues of AOCDs members in this Representation Unit and insurance premiums for such AOCDs sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDs.
- B. AOCDs shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDs and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide AOCDs with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide AOCDs with any other information needed pursuant to Article XX, Section 5. AOCDs agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

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

Section 5. Use of County Facilities

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

ARTICLE XVI MEMBERSHIP FEE COLLECTION

Section 1. Dues/Service Fee

- 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. 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.
- C. Pursuant to the notification provided by AOCDS in Section 1. A. and B. above, the County will deduct the amount of dues and service fees 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.
- D. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership within a reasonable period of time. 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.
- E. The forgoing 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 reserve all rights it may have under these statutes.

Section 2. Management Responsibilities

A. Payroll Deductions

The County shall deduct the dues or service fee from twenty-six (26) bi-weekly pay warrants of each covered employee in the Representation Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AOCDS.

B. Notification of Change of Status

The County shall notify AOCDS promptly of any employee who, because

of a change in employment status, is no longer a member of the Representation Unit or subject to the provisions of this Article.

ARTICLE XVII MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and the Association of Orange County Deputy Sheriffs 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.

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

ARTICLE XIX POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

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

Section 2. Reclassification of a Position

- A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.
- B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.
- C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

- Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.
- Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to Human Resource Services with a recommendation that a classification study be conducted.
 - a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management

denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to AOCDS for consideration.

- b. If Human Resource Services studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to AOCDS.

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

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

- a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after Human Resource Services receives the completed Position Description Form, Human Resource Services shall notify AOCDS of the appropriate classification of the position.
- b. If the study is justified, and the request is made under Step 2.B., Human Resource Services shall complete the study in thirty (30) days and communicate the results to AOCDS. If the study is not completed within thirty (30) days, upon request of AOCDS the matter shall be referred to a consultant under the provisions of Section 5. of this Article.
- c. If the study is not justified, the County shall notify AOCDS within fifteen (15) days. AOCDS may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

- A. The County shall not be required to initiate a study if the total number of positions currently requested by AOCDS for reclassification studies plus the new request exceeds twenty-five (25) positions.
- B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which

have been referred to or are pending referral to a consultant.

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

Section 5. Review of Disputed Position Classification Decisions

- A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or AOCDS does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.
- B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.
- C. The consultant shall have access to the organizational and classification files of Human Resource Services and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.
- D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.
- E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and AOCDS members. The cost of the consultant shall be shared equally by the County and AOCDS.

ARTICLE XX INSURANCE

Section 1. Medical Insurance

- A. Effective January 1, 2020, all active employees in these Representative Units will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.
- B. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.
- C. Employees retiring on or after January 4, 2019 shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be either the first day of the month following January 4, 2019 or the first of the month following retirement, whichever is later. Employees retiring before January 4, 2019 shall remain enrolled in County-offered health plans.

Section 2. Medical Insurance Contribution

- A. Effective December 13, 2019, the County shall contribute a composite rate of \$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 C, D, E, F, and G below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

- B. Effective July 1, 2022 the County shall contribute a composite rate of \$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 C, D, E, F, and G below.

AOCDS agrees not to reduce employees/participants payroll deductions on or before June 29, 2023, unless monthly premiums are reduced by the health plan vendor at renewal. AOCDS will give reasonable notice and provide notification from health plan vendors to the County documenting any reduction in premiums by health plan vendors. In addition, AOCDS agrees not to give a rate/premium holiday to employees/participants on or before

June 29, 2023. A rate/premium holiday means a month-over-month elimination of the payroll deduction.

- C. 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.
- D. 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.
- E. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent, and abide by all terms and conditions of the EME Program. The County shall contribute to the AOCDs trust fund when the subscriber is a member of one of these representation units.
- F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 1 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.
- G. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to make medical insurance contributions as provided in A, B, C, D, and E above, to the extent required by applicable law.

Section 3. AOCDs Medical Benefits Insurance Trust ("Trust")

Where the requirements in this section are the same in this MOU and the Peace Officer Unit and Supervising Peace Officer Unit MOU, the intent is to only create one obligation regarding these requirements.

- 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 3.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 3.H. 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 3.C 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 3.C 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 45 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.
- F. 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.
- G. The Trust shall every three years beginning with the Trust plan year ending June 30, 2020 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 3.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.
- H. The auditor for the audit in Section 3.C and for the agreed upon procedures in Section 3.D 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.

- I. 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.

- J. 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.

- K. The Trust shall have an open enrollment at least once a year.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. Coverage under the County plans or the Trust plans shall be determined on the basis of the date that services were incurred.
- S. 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 4. Other Insurance Coverage

- A. Effective October 27, 2017, AOCDS shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing optional benefits including but not limited to, dental, disability and other welfare benefits for employees in regular or limited term positions in the Representation Units.
- B. The County shall, on a biweekly basis, forward AOCDS thirty cents (\$0.30) for each regular hour worked by all employees in these Representation Units.
- C. AOCDS agrees to apply the County's entire contribution for these Representation Units only toward the benefits for employees in these Representation Units.
- D. 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 Unit on an equal basis regardless of membership status.
- E. AOCDS shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.
- F. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500
2. The annual report shall include the following information:
 - a. the actual cost of benefits provided by the trust fund;
 - b. member contributions to the cost of benefits provided by the trust fund;
 - c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
 - d. a summary of other trust fund expenditures; and
 - e. the beginning and ending cash balances of the trust fund.
3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.
4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 5. 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 6. Accidental Death and Dismemberment Insurance

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

Section 7. Retiree Medical Grant

Effective the first day of the first full pay period in July 2020, the Retiree Medical Grant benefit shall be frozen. Employees shall not accumulate additional service hours towards eligibility for the Retiree Medical Grant. Only employees with ten (10) or more years of credited service as of the effective date shall be eligible. Cost of living adjustments (COLAs) and age adjustments shall cease.

A. Retiree Medical Grant Eligibility

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the 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 the first day of the first full pay period in July 2020 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.
2. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County- offered retiree health insurance plan and/or Medicare Part A and/or B premiums as provided below.
 - a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. No increase shall be applied to the Grant for those employees who retire on or after the first day of the first full pay period in July 2020. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. The Grant will be adjusted as follows:

The Grant will be reduced by seven and one-half percent (7 ½%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee

takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

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

Section 7.A.2.b. shall not apply to Safety classifications or disability retirements.

Section 7.A.2.b. shall not apply to other employees in these Represented Units on or after the first day of the first full pay period in July 2020.

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 both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.
- c. Retiring employees shall be provided a one-time opportunity of thirty (30) calendar days from the date of retirement 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 right to a Grant, if eligible, and enrollment in an AOCDS health plan.

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

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum

benefit) cash payment in accordance with B.2 below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County 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 actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after the first day of the first full pay period in July 2020 are not eligible for the Grant. Employees who were employed by the County with 10 or more years of credited service towards the Grant prior to the first day of the first full pay period in July 2020 shall still be eligible for the Grant. Employees with less than ten (10) credited years of service shall not be eligible for the Grant. For an employee who was employed by the County the first full day of the first full pay period in July 2020, any hours of service performed in periods on or after the first day of the first full pay period in July 2020 shall not be included as a part of the credited service towards the Grant eligibility requirements.
2. Accrual of credited service towards the Grant amount shall be frozen on or after the first day of the first full pay period in July 2020.
3. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is employed by the County from August 1, 1993 until retirement.
4. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.4.a., b., c., and d. below:
 - a. A retiree who, receives a service-connected disability retirement pension under OCERS prior to the first day of the first

full pay period in July 2020, shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.

- b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.
 - c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive 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 Orange County Board of Retirement grants a disability retirement.
5. 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 without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.

6. Deferred Retirement

- a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.
- b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred retirement status shall not become eligible for participation in the Grant.

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

D. Survivor Benefits

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

Section 8. General Provisions

- A. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this MOU.
- B. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
- C. 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.
- D. 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.

Section 9. Health Reimbursement Arrangement

Effective the first day of the first full pay period in July 2020, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these bargaining units. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program

subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document. County will contribute three (3) percent of each eligible employee's bi-weekly base salary to fund the HRA.

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, County will contribute three and a half (3.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective July 1, 2022, County will contribute four and a half (4.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective January 13, 2023, County will contribute five (5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XXI DEFINED CONTRIBUTION

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

ARTICLE XXII RETIREMENT

Section 1. Retirement Benefit Levels for Probation Safety Members for the Probation Officer and Juvenile Correctional Officer series

A. For Safety Members Hired Prior to January 1, 2013 and for Safety Members Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA.

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

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

b. For employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.1

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

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

Section 2. Retirement Contributions for the Probation Officer and Juvenile Correctional Officer series

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

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

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

Section 3. Retirement Benefit Levels for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").
1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.
 - a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
 - b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.
 2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
 - a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.
 - b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and

shall make the employee retirement contributions established for that benefit formula.

- c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 5 below.
 - d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will also make the contributions described in Section 4.B and C of this Article.
3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.
- a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.
 - b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 4.B and C below.
 - c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.
 - d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 5 below.
 - e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose

the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

- f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 4.B and C below.
- B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.
- 1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 4.B and C. below.
 - 2. “New Members” are eligible to participate in the “DC Plan” described in Section 5 below.

Section 4. Retirement Contributions for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. Members' normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Orange County Employees Retirement System (OCERS) Board and the Board of Supervisors.
- B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.
- C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:
 - 1. The implementation of the “2.7% at 55” retirement benefit formula shall be

without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

- a. The portion of the additional employee contribution that is attributable to past service liability for the increased cost of the enhanced benefit shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, and will continue to be paid by employees as long as there is an unfunded actuarial accrued liability (UAAL) associated with the cost of the past service liability for the enhanced retirement benefit formula. On November 18, 2013, the OCERS Board adopted a funding policy to combine and re-amortize the outstanding balance of the December 31, 2012 UAAL, including the associated past service liability for the enhanced retirement formula, over a 20-year period, which was a reduction from a prior 30-year amortization period. Under the 20-year amortization period, it is estimated the UAAL associated with the cost of the past service liability for the enhanced retirement benefit formula will be paid by 2033. If this goal is realized, there would be no employee contributions for the cost of the past service liability for the enhanced retirement benefit formula after 2033. However, the estimated 2033 date for payoff of the UAAL, including that associated with the past service liability for the enhanced retirement benefit, assumes all actuarial assumptions (e.g. investment rate of return, mortality rates, retirement rates and rate of inflation) are realized and there are no changes in assumptions or funding policy (e.g. amortization period) adopted by the OCERS Board.

- b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the enhanced benefit formula shall also continue beyond the expiration date of this MOU and will continue to be paid by active employees in perpetuity.
- 2. After implementation of this benefit, the County and AOCDS will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.
- 3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the "2.7% at 55" retirement benefit formula.

D.

Section 5. Defined Contribution Retirement Plan for the Deputy Coroner, Public Assistance Investigator and Park Ranger series

- A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the "DC plan") to those employees who are covered by the "1.62% at 65" benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be "new members" within the meaning of PEPR). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 5.B. below.
- B. During the first one-year period following the plan commencement date, the County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). During the second year and in subsequent years following the plan commencement date, the County will contribute to a Section 401(a) Defined Contribution Plan for an eligible employee a biweekly amount equal to fifty (50) percent of the biweekly amount that the employee contributes to the Plan. The County contribution to the Section 401(a) Defined Contribution Plan shall not exceed two (2) percent of the employee's base salary, unless the Board of Supervisors authorizes additional County contributions permitted under Article XXII, Retirement, Section 5.(D). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be to 2080 paid hours of service, exclusive of overtime.

- C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.
- D. Notwithstanding the foregoing, the parties agree that at no time shall the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than fifty (50) percent of an employee's biweekly contribution to the Plan, nor shall the maximum amount of the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than two (2) percent of an employee's base salary.

Section 6. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII SEPARABILITY

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

ARTICLE XXIV RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Association of Orange County Deputy Sheriffs is the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units. AOCDS has notified the County that the AOCDS President serves to represent these bargaining units. Said classes are listed in Appendix A.

ARTICLE XXV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account (DCRA)

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

Section 2. Health Care Reimbursement Account (HCRA)

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

ARTICLE XXVI SALARY

Section 1. Salary Increases

Effective the first day of the first full pay period (January 26, 2024) following Board of Supervisors adoption of the 2023-2026 MOU, salaries will be increased by 8.00% (base-building/salary range movement).

Effective June 28, 2024, salaries will be increased by 5.00% (base-building/salary range movement).

Effective June 27, 2025, salaries will be increased by 3.00% (base-building/salary range movement).

APPENDIX A

Classes included in the Public Safety General Unit:

6005GS	Deputy Coroner
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
3034GS	Park Ranger I
3035GS	Park Ranger II
6550GS	Public Assistance Investigator
6548GS	Public Assistance Investigator Trainee
6007GS	Senior Deputy Coroner
7409PS	Senior Deputy Probation Officer
7402PS	Senior Juvenile Correctional Officer

Classes included in the Public Safety Supervisory Unit:

6011GM	Supervising Deputy Coroner
7403PM	Supervising Juvenile Correctional Officer
3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
7413PM	Supervising Probation Officer I
6551GM	Supervising Public Assistance Investigator

MEMORANDUM
OF
UNDERSTANDING
PUBLIC SAFETY GENERAL UNIT
AND
PUBLIC SAFETY SUPERVISORY
UNIT
20234 – 20263
COUNTY OF ORANGE
AND
ASSOCIATION OF ORANGE COUNTY
DEPUTY SHERIFFS

MEMORANDUM OF UNDERSTANDING

202~~34~~ – 202~~63~~

COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE

PUBLIC SAFETY GENERAL UNIT

AND

PUBLIC SAFETY SUPERVISORY UNIT

On October 27, 2017, the Association of Orange County Deputy Sheriffs became the Exclusively Recognized Employee Organization for the Probation Services and Probation Supervisory Management Units. Subsequently on November 24, 2017, the Deputy Coroner, Public Assistance Investigator, and Park Ranger series were added to the Probation Services and Probation Supervisory Management Units. With the adoption of the 2017 – 2021 MOU the parties agreed to rename the Units as the Public Safety General Unit and Public Safety Supervisory Unit.

This Memorandum of Understanding adopted by the Board of Supervisors on ~~XX, 2024~~March 8, 2022 sets forth the terms of agreement reached between the County of Orange and Association of Orange County Deputy Sheriffs as the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units for the period beginning June ~~30~~18, 202~~34~~ through June ~~25~~9, 202~~63~~. Unless otherwise indicated herein, all provisions shall become effective ~~XX~~March 8, 2022.

DEFINITIONS

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

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

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

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

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

DIRECTOR OF EMPLOYEE AND LABOR RELATIONS shall mean the Director of Employee and Labor Relations, or his or her designee.

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

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

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

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

EXTRA HELP POSITION shall mean a position which is intended to be occupied on less than a year-round basis including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid 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.

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

PRACTICABLE means feasible; reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

- A. The official FLSA work period for the classifications listed below shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or Department Operations Center (DOC), shall be overtime.

Deputy Juvenile Correctional Officer I
 Deputy Juvenile Correctional Officer II
 Senior Juvenile Correctional Officer
 Deputy Probation Officer I
 Deputy Probation Officer II
 Senior Probation Officer
 Supervising Juvenile Correctional Officer
 Supervising Probation Officer

Once a Supervising Juvenile Correctional Officer submits his/her work schedule for an upcoming pay period, any additional mandated Duty Officer shifts that the employee is required to work within that pay period will be paid as overtime hours as outlined in Section 2.C. below.

- B. The official workweek for full-time employees in classifications designated as non-exempt from FLSA shall be forty (40) hours. The workweek shall begin on each Friday at 12:01 a.m. and end with the following Thursday at 12:00 midnight except for employees working an alternate schedule, such as a 9/80. For these employees the beginning and end of the workweek shall be the mid-point of their eight (8) hour day. However, for employees on an alternate schedule that does not meet the parameters described above, a different workweek may be designated. Work ordered and performed in excess of forty (40) hours actually worked in a workweek, or eighty (80) hours worked in the pay period for employees in FLSA exempt classifications, shall be overtime. Work ordered and performed in excess of forty (40) hours of paid time in a workweek, or eighty (80) hours of paid time in the pay period for employees in FLSA exempt classifications, in accordance with an emergency declared by the Board of Supervisors, activation of the County's Emergency Operations Center (EOC) or agency Department Operations Center (DOC), shall be overtime.

Deputy Coroner
Senior Deputy Coroner
Supervising Deputy Coroner
Park Ranger I
Park Ranger II
Supervising Park Ranger I
Supervising Park Ranger II
Public Assistance Investigator Trainee
Public Assistance Investigator
Supervising Public Assistance Investigator

- C. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.
- D. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and AOCDS first negotiating and attempting to reach agreement on such hours of work for each division or work unit proposing implementation of such alternate work schedules.
- E. Whenever practicable, the County agrees to give employees a seven (7) calendar day advance notice of a shift change or a transfer to a different worksite.
- F. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.
- G. The County shall discuss with AOCDS any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to AOCDS at least fourteen (14) calendar days before such changes are put into effect.
- H. 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.
- I. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Department.

1. Upon written request by AOCDS, the County agrees to study the feasibility of establishing work schedules consisting of either:
 - a. four (4) ten (10) hour workdays per week;
 - b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
 - c. flex time.
 2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
 3. AOCDS agrees not to request more than twelve (12) such studies concurrently for the combined units represented by AOCDS and no more than three (3) concurrently for each agency/department.
 4. The County agrees to discuss with AOCDS any findings and recommendations prior to reaching a final decision and implementation.
- J. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

K. Funeral Attendance

Each Department Head has the authority and discretion to allow a reasonable number of employees to attend funerals or memorial services during their regular working hours for a fellow peace officer or firefighter who died in the line of duty or died while on duty.

Each Department may implement its own guidelines or policy outlining the process and requirements for Funeral Attendance per the above.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the department, work beyond the normal workday, workweek or work period is required, the department will notify any employee who may be asked to perform such work of the apparent need as soon as practicable prior to when the work is expected to begin.

1. For the employees listed in Section 1. A. above any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.
2. For the employees listed in Section 1.B. above and designated as non-exempt under FLSA, any work hours in excess of forty (40) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.
3. For the employees listed in Section 1.B. above and designated as exempt under FLSA any work hours in excess of eighty (80) hours will be considered overtime. Overtime shall be paid at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

1. The County shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the responsible supervisor determines that overtime is necessary on work that started on an assigned shift, the assigned employee(s) may continue with that work as an extension of the assigned shift.
3. If the responsible supervisor determines that overtime is necessary on a client case or patient case already assigned to a particular employee, any such overtime may be assigned exclusively to that employee.
4. The County and AOCDS may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Sections 2.B.2. and 3., above.

C. Payment for Overtime

1. Overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. For all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of

the department. Consideration shall be given to effectuating the wishes of employees. The maximum number of Compensatory Time (CT) hours which may be accrued by any employee is one hundred and twenty (120). If an employee accrues 120 hours of CT, he/she cannot accrue additional CT until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.

3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess of thirty-two (32) hours may be scheduled off for an employee by his or her department; however, consideration shall be given to effectuating the wishes of those employees requesting specific compensatory time off periods.
5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

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

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

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

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

Section 4. Premium Pay

A. Night Shift Differential

1. An employee who works an assigned night shift shall in addition to his or her regular salary be paid a night shift differential for each hour actually worked on the assigned night shift.
2. For purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify an employee for night shift differential.
3. The rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of one dollar (\$1.00) ~~dollarsixty (60) cents~~ per hour and a maximum of two dollars and fifty cents (\$2.50) ~~one (1) dollar and fifty (50) cents~~ per hour.

B. On-Call Pay

1. When a regular, limited-term or probationary employee is assigned on-call duty by the County, the employee shall, whenever practicable, be informed in writing at least five (5) days in advance of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his or her basic hourly rate for the entire period of such assignment.
2. On-call duty requires the employee so assigned to: (1) be reachable by telephone or other communications device; (2) be able to report to work in a reasonable time; and (3) to refrain from activities which might impair his or her ability to perform assigned duties.
3. Employees in the Public Safety General Unit paid on a sixteen (16) hour shift basis are exempt from these provisions.
4. On-call pay shall not apply to extra help employees unless expressly directed in writing to be on-call.

C. Call-Back Pay

1. When an employee returns to work because of a department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours, 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.
6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2., 3. and 4., below, qualified employees who meet the following criteria shall receive an additional forty ~~cents~~ (\$0.40) cents per hour (approximately sixty-nine ~~dollars~~ [\$69] ~~dollars~~ per month) for all hours actually paid.
 - a. An employee must be assigned by departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified

by the Chief Human Resources Officer or his or her designee.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy cents (\$0.70) ~~cents~~ per hour (approximately one hundred and twenty- one dollars (\$121) ~~dollars~~ per month) for all hours actually paid:

Deputy Probation Officer I
Deputy Probation Officer II
Senior Probation Officer
Supervising Juvenile Correctional Officer
Supervising Probation Officer
Public Assistance Investigator Trainee
Public Assistance Investigator

3. Counselor Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c., above, are regularly assigned by department management to perform their duties in a language other than English shall receive an additional seventy cents (\$0.70) ~~cents~~ per hour for all hours actually paid:

Deputy Juvenile Correctional Officer I
Deputy Juvenile Correctional Officer II
Senior Juvenile Correctional Officer

4. Exceptional Bilingual Pay for the Deputy Coroner and Sr. Deputy Coroner

Qualified employees in the following class who, in addition to meeting the criteria in 1.a. and b. above, and when approved by the Division Commander, are certified by the Chief Human Resources Officer or his or her designee as qualified to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties, based on assignment requirements, shall receive an additional seventy cents (\$0.70) ~~cents~~ per hour (approximately one hundred and twenty one dollars (\$121) ~~dollars~~ per month) for all hours actually paid.

Deputy Coroner

Sr. Deputy Coroner

5. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
6. Bilingual pay shall not apply to workers' compensation supplement pay.
7. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall be made in writing to the Department Head, who will consider it according to:
 - a. department need;
 - b. availability of a qualified replacement; and
 - c. availability of another suitable assignment for the requesting employee.
8. AOCDS may continue to participate in the County bilingual pay working group to discuss items related to bilingual premium pay.

~~The working group will meet on an as-needed basis, and have as its goal to complete its work no later than July 1, 2022.~~

E. Probation Officer Specialty Assignment Pay

1. Effective March 11, 2022~~the first day of the first full pay period following Board adoption of the 2021-2023 MOU~~, employees on pay status in the Deputy Probation Officer I and Deputy Probation Officer II classifications and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of one hundred ninety two dollars and eighty five cents (\$192.85) biweekly (approximately four hundred seventeen dollars and eighty four cents (\$417.84) per month).
2. Effective March 11, 2022~~the first day of the first full pay period following Board adoption of the 2021-2023 MOU~~, employees on pay status in the Senior Deputy Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred three dollars and seven cents (\$203.07) biweekly (approximately four hundred thirty nine dollars and ninety eight cents (\$439.98) per month).
3. Effective March 11, 2022~~the first day of the first full pay period following~~

~~Board adoption of the 2021-2023 MOU~~, employees on pay status in the Supervising Probation Officer classification and assigned to a Specialty Assignment Unit, as defined in E.5. below, on a regular, full-time basis shall receive the equivalent of two hundred twenty six dollars and thirty eight cents (\$226.38) biweekly (approximately four hundred ninety dollars and forty nine cents (\$490.49) per month).

4. In the event an employee is assigned to a Specialty Assignment Unit for a portion of a pay period, the Specialty Assignment Pay shall be paid on a pro-rated basis for those hours worked in the Specialty Assignment.

5. Specialty Assignment Units are as follows:

- AB 109
Units - 800; 801; 802; 803; 804; 805; and 806
- Special Supervision Division
Units - 100 (Special Enforcement); 241 (Sex Crimes); 242 (Domestic Violence); 332 (Gang Violence Suppression); 333 (Gang Violence Suppression)
- Adult Court Services
Unit - 382 (Collaborative Treatment)
- Juvenile Court Services
Unit - 079 (PPP/YDC)
- Professional Standards Division
Units - 920 (Internal Affairs); 922 (Rangemasters); 923 (Background Investigators)
- Juvenile Placement Units – 115 and 116

6. If an employee leaves a Specialty Assignment Unit (promotion, reassignment, reduction, transfer) for a non-Specialty Assignment Unit, then the Specialty Assignment Pay will end on the last day the employee is assigned to the Specialty Assignment Unit.

7. Employees in the Department that are voluntarily armed are not eligible for Specialty Assignment Pay.

F. Peace Officer Standards and Training (P.O.S.T.) Pay – Deputy Coroner Series

A full-time regular, limited-term or probationary employee classified as Deputy Coroner, Senior Deputy Coroner or Supervising Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred dollars

(~~\$200~~—~~dollars~~) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty dollars (~~\$350~~—~~dollars~~) per month for an Advanced P.O.S.T. Certificate and 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.)

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

G. Peace Officer Standards and Training (P.O.S.T.) Pay – Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty dollars (~~\$150~~—~~dollars~~) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred dollars (~~\$300~~—~~dollars~~) per month for an Advanced P.O.S.T. Certificate and 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.)

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

H. Peace Officer Standards and Training (P.O.S.T.) Pay – Supervising Public Assistance Investigator

A full-time regular, limited-term or probationary employee classified as Supervising Public Assistance Investigator who complies with the procedure below shall be paid either approximately one hundred fifty dollars (~~\$150~~—~~dollars~~) per month for an Intermediate P.O.S.T. Certificate or approximately three hundred dollars (~~\$300~~—~~dollars~~) per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty dollars (~~\$340~~—~~dollars~~) per month for a Supervisory P.O.S.T. Certificate 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.)

The employee shall submit a written request for P.O.S.T. Pay to the

agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

I. Training Officer Assignment Pay

Regular, full-time employees who are assigned to provide training to County or Department personnel shall be paid five dollars (\$5.00)~~two dollars (\$2.00)~~ per hour for all hours performing such training. Employees in senior or supervisor classifications shall receive training officer pay unless:

1. The employee's primary assignment is to provide training during the normal course and scope of their duties; or
2. The employee is acting as a training officer; or
3. The employee is providing individual training or technical guidance to a lower level employee.

J. Hazard Premium Pay for Deputy Coroner Series

Effective the first day of the first full pay period in January 2020, regular, full-time employees in the Deputy Coroner series on pay status shall receive the equivalent of sixty-nine dollars and twenty-five cents (\$69.25) biweekly (approximately one hundred fifty dollars per month).

In the event an employee in the Deputy Coroner series is on pay status for a portion of a pay period, the Hazard Premium Pay shall be paid based on the ratio of hours actually paid to hours in a pay period (eighty [80] hours).

K. Canine Handler Maintenance Pay

Effective March 11, 2022~~the first day of the first full pay period following Board adoption of the 2021-2023 MOU~~, 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 canine is kenneled at the handler's residence. Canine maintenance will include feeding, watering, cleaning of kennels, cleaning canine vehicle, 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 canine is kenneled at a location other than the canine handler's residence.

The compensation to care for the canine is part of the canine handler's official duties.

Management will assign employees to the Canine Handler assignment based on existing skills, experience, training, and/or knowledge.

L. 21-25 Year-Old Youths Section 707(b) Supervision Pay

Deputy Juvenile Correctional Officers and Supervising Juvenile Correctional Officers who are assigned by management to a primary living unit to perform youth-supervising duties in a unit that houses youth(s) who:

- Are 21-25 years of age and;
- Are pending an offense as defined by Welfare and Institutions Code section 707(b); or
- Are serving a commitment as a result of a sustained offense under Welfare and Institutions Code section 707(b)

shall receive \$5.00 an hour for each full hour worked (or \$1.25 for time increments up to the nearest quarter hour worked) in that primary living unit supervising such youth(s).

This Pay shall not apply to employees who do not meet the above criteria or who have only incidental contact with the youth or supervise the youth for a limited period of time and are not actually assigned to the youth's primary living unit, even if their assignment brings them inside the primary living unit. This exclusion applies, but is not limited to, employees in the Institutional Security Unit, College Occupational Program, Court Holding, Visitation, Escorts, Transportation, Intake and Release Center, or other similar positions where the employee is not assigned to the primary living unit.

The County shall implement this within 30 days of the first full pay period following the Board of Supervisors' adoption of the MOU.

~~During the 2021-2023 MOU, AOCDS and the County agree to a limited-reopener to discuss the language of this section and the pay structure of the premium pay. If the parties do not reach agreement during these discussions, the language of the 2021-2023 MOU shall remain in place for the term of the MOU.~~

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

- A. A new employee shall be paid at the recruiting step of the salary range in effect for the particular class or position in which the new employee is hired except as provided in Sections 2.B., C., and D., below.
- B. Upon recommendation of the Chief Human Resources Officer, the Board may, by minute order, authorize that a particular position be filled at any step within the range. When the Board authorizes the filling of the position at a step which is higher than the recruiting step of the salary range, it may, by minute order, advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.
- C. The agency or department head may authorize the appointment of employees at any of the first eight (8) steps of the salary range. Such appointments shall be made only when the agency or department head makes a determination that there is a direct and measurable benefit to the County from such appointments and makes a determination that the applicant's previous training and experience enables him or her to make a greater contribution than a less experienced employee.
- D. Upon recommendation of the agency or department head, the County Executive Officer may authorize the appointment of employees beyond step eight (8) of the salary range when there is a direct and measurable benefit to the County for such appointment.
- E.
 - 1. The County may adjust the recruiting step of classes during the term of this Agreement, wherever justified, by recruiting and labor market considerations.
 - 2. If a recruiting step is decreased, incumbents of the class will be unaffected.
 - 3. If a recruiting step is increased for a class, all employees in that class below the new recruiting step shall be advanced to the new recruiting step and a new merit increase date shall be assigned as provided in Section 3.C. for new employees.
 - 4. Any regular employee whose salary could be bypassed by a new

employee, if that employee was hired the date of the recruiting rate change, shall have his or her merit increase date advanced to the same date provided for such new employee.

Section 3. Merit Increase Within Range

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the department head.
- C. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave) or the imposition of a suspension shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave or suspension. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence or suspensions.
- D. An employee in a part-time regular or limited-term position who has not completed one thousand forty (1040) paid hours exclusive of overtime by his or her first merit increase date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular or limited-term position who has not completed two thousand eighty (2080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his or her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. ~~1.~~ Merit increases may be granted for one (1), two (2), three (3) or four (4) steps within the salary range based upon the employee's performance. A performance rating of "meets performance objectives" shall earn a two (2)~~one (1)~~ step increase.
- ~~2. For any employee hired on or after July 15, 1977, the determination as to whether or not to grant merit increases beyond Step 10, and if~~

~~granted, in what amounts, shall be solely within the discretion of the department head and shall be based on merit.~~

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

Section 4. Salary on Promotion

- A. Except as modified by B., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a two (2) step increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary step no higher than the step which the employee would have achieved if the employee had remained in the class to which he or she is promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.
- C. Upon recommendation of the agency/department head, the County Executive Officer may, based on consideration of such factors as external market data, internal salary relationships, position responsibilities and sound management principles, approve a rate of pay on promotion not to exceed the top of the pay range to which the employee is being promoted.

Section 5. Salary on Reassignment

- A. When a regular, limited-term or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. When a regular, limited-term or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain his or her former merit increase eligibility date, except as provided in E., below. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps or a series of reassignments among classes on different salary ranges, his or her salary and merit increase eligibility date shall be determined by the Chief Human Resources Officer.

Section 6. Salary on Reduction

- A. 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3.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 agency/department head is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- B. When a regular or limited-term employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range which would be the closest amount to a two (2) step reduction or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class, unless the employee thereby is placed at the recruiting step of the new salary range, in which case the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.
 - C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his or her merit increase eligibility date.
 - D. When a regular, limited-term or probationary employee is reduced because the position the employee occupied is reclassified, the applicable salary shall be determined as follows:
 1. If the salary of the employee is the same or less than the maximum of the new class, the salary 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 7. Salary on Reclassification

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

- A. If the position is reclassified to a class with the same salary range, the salary and merit increase eligibility date of the employee shall be governed by Article II, Section 5.A., B. or C.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article II, Section 4.A.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article II, Section 6.D.2.

Section 8. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Chief Human Resources Officer, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Article II, Section 2.C.
- B. A former County employee on paid County retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

Section 9. Changes in Salary Allocation

- A. Upon request of the County, negotiations shall be reopened for the sole purpose of considering an increase in salary (unrelated to a classification study) for any class included in this Agreement. Changes in salary resulting from a classification study shall be subject to the provisions of Article XIX.
- B. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as he or she was receiving in the range to which the class was previously assigned.

Section 10. Additional Compensation

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

Section 11. Pay Check Deposit

- A. The County will permit an employee to authorize automatic deposit of his or her pay check to a financial institution of the employee's choice, if and when the Chief Human Resources Officer and Auditor-Controller determine it is feasible.
- B. Employees hired after June 29, 2001 will be required to authorize automatic deposit of his or her paycheck to a financial institution of the employee's choice.
- C. Employees hired on or before June 29, 2001 that do not authorize automatic

deposit will receive their pay check by U.S. Mail. The pay checks will be deposited in the U.S. Mail the day before the scheduled pay day.

ARTICLE III GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

- a. A new or reemployed employee in a regular or limited-term position shall be placed on a new probation period for fifty-two (52) weeks from the date of appointment and ending with the first day of the pay period following completion of said period except as provided in section A.1.b below.
- b. A new or reemployed employee in a regular or limited-term position in the class of Public Assistance Investigator Trainee shall promote on the first day of the pay period following successful completion of the Specialized Investigators' Basic Course Academy (SIBC Academy), or an approved equivalent. Employees that have not met the above requirements within twenty-six (26) weeks will be terminated, or if applicable, returned to their former class.

2. Part-Time Employee

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

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation except as provided in section B.2., below.
 - a. A full-time employee in the Public Safety General Unit shall serve a probation period equal to the time period of the initial probation ending with the first day of the pay period following completion of said period. However, an employee who promotes to a class in the same series, shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or

the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.b below.

- b. A full time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of fifty-two (52) weeks from the date of the promotion ending the first day of the pay period following completion of said period.
- c. A part-time employee in the Public Safety General Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period. However, a part-time employee in the Public Safety General Unit who promotes to a class in the same series shall be placed on promotional probation for one thousand forty (1040) paid hours, exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer except as provided in section B.1.d. below.
- d. A part-time employee promoting into a position as a Public Assistance Investigator shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.
- e. A full-time employee in the Public Safety Supervisory Unit shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. However, an employee who promotes from a class in the Public Safety Supervisory Unit to a class in the same series shall serve a promotional probation period of twenty-six (26) weeks from the date of promotion ending with the first day of the pay period following completion of said period or the remainder of any uncompleted new probation period, whichever is longer.
- f. A part-time employee in the Public Safety Supervisory Unit shall be placed on promotional probation for two thousand eighty (2080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period except that for promotion from a class in the Public Safety Supervisory Unit to a class in the same series, the promotional probation period shall

be one thousand forty (1040) paid hours exclusive of overtime or the remainder of any uncompleted new probation period, whichever is longer.

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

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

- a. An employee on promotional probation may be failed at any time without right of appeal or hearing, except as provided in C.3., below, and except that failing an employee on promotional probation must not be arbitrary, capricious or unreasonable.
- b. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.
- c. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to a higher class. When an employee is returned to his or her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than

at the direction of the employee's agency/department head shall not have the right to return to his or her former class.

- d. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his or her former occupational series closest to, but no higher than, the salary range of the class which the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.
3. An employee who alleges that his or her probationary release was based on discrimination by the County in violation of Article XVIII, NONDISCRIMINATION, may submit a grievance at Step 2 of the grievance procedure within fourteen (14)~~ten (10)~~ days after receipt of notice of failure of new probation.

D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or limited-term positions, except as provided in Section 4.C., below, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, one thousand forty (1040) hours shall equal twenty-six (26) weeks and two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
2. When the Department Head or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 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.
3. An employee who is on probation may not transfer from one department to another in the same class without the approval of the Chief Human Resources Officer.

E. Extension of Probation Periods

1. The granting of an Official or Military Leave of Absence shall cause the employee's probation period to be extended by the

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

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 new or promotional probationary employee and his or her 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 department shall advise AOCDS in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

Section 2. Performance Evaluation

- A. The County shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-

term full and part-time employees at least once each year; and in addition, for employees on probationary status, at least once near the middle of the probation period.

- B. The County shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel files.

Section 3. Contents of Personnel File

- A. Adverse statements prepared by the County shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his or her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his or her official personnel file in any case where the employee has a grievance related to performance; to a performance evaluation; or is contesting his or her suspension or discharge from County service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of B. and C., above.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his or her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Chief 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 XI, LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the agency/department head shall become a limited-term regular employee.
- C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation, and sick leave and annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation, sick leave and annual leave accrual, retirement, layoff and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in section E., below.
- E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the agency/department head shall retain their former status and retain their layoff benefits in their former layoff unit. The agency/department head shall make such an order in writing prior to the date of transfer or promotion.

Section 5. Temporary Promotion

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

- B. The department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he or she would have achieved if the employee had remained in the lower class throughout the period of his or her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his or her former class and agency/department. A temporary promotion shall not exceed a period of eighteen (18) months.

Section 6. Reemployment of Employees on Disability Retirement

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

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 agency/department to another.

Section 9. On-Duty Meals – Probation Department

- A. The County shall provide meals to Probation Department sworn personnel employed in Probation Department residential care institutions and Probation Department juvenile institutions who are required to be on duty through their own meal period and to take their meals while supervising the activities of the residents.
- B. The County shall provide reasonable reimbursement for meals for Probation Department sworn personnel in field assignments who are required by their supervisor to take their meal period while in custodial charge of a client.
- C. During emergencies which require unusual amounts of overtime, Probation Department sworn employees who are required to work such excessive overtime shall be provided appropriate meals. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Probation Department.

Section 10. Transfer Policy for AOCDS Officers and Area Representatives

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

- A. the employee's performance is standard or better; and

- B. AOCDS objects to such assignment (AOCDS shall not object to such assignment change, except for good cause); and
- C. there is another employee in the same classification in the department who meets the specific qualifications for the assignment.

AOCDS will agree to provide a list of Area reps within 30 days after any changes to the list occur.

Section 11. Training

- A. Upon approval of the Department Head, employees may participate in various County sponsored training programs. The County and AOCDS will inform employees of these training programs.
- B. During the term of this Memorandum of Understanding, AOCDS may request specific training or development opportunities for various employees in this Unit. The County agrees to discuss such requests with AOCDS and consider implementation.

ARTICLE IV LEAVE PROVISIONS

Section 1. Sick Leave

A. Accumulation of Sick Leave

1. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
2. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of 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).
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. For those extra help employees who qualify for paid sick leave under Labor Code section 246, the first three days or 24 hours, whichever is greater, of annual leave taken each 12 month period will be considered sick leave used pursuant to the Healthy Workplaces, Healthy Families Act of 2014.

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, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, grandparent, grandchild or legal guardian.
5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
6. Illness while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
 - c. The department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
7. Absence from duty because of personal emergencies or personal business not to exceed ~~forty~~thirty (40~~30~~) working hours during the

fiscal year.

8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
9. 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.
10. Up to twenty-four (24) hours of sick leave per fiscal year may be donated as a part of the County's Catastrophic Leave Donation plan.

C. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

1. Absence caused by illness or injury to a member of the employee's family except as provided in B.4., B.5., B.6., or B.8., above.
2. Absences which occur on a County holiday.

D. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. Except as prohibited by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Employees hired on or after July 15, 1977, shall not be eligible for any payoff of sick leave. Employees hired before July 15, 1977 are eligible for sick leave payoff under the following conditions:
 - a. Upon paid 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.3.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.3.a.
- c. Notwithstanding the provisions of 3.b., above, an employee hired prior to July 15, 1977 who, as of the date of request, is eligible for Tier I paid retirement and who has given irrevocable written notice of his or her intent to retire, may request that a payoff of his or her accumulated sick leave be made to his or her deferred compensation account with the County to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provision of 3.a., above. Such request must be made at least

thirty (30) calendar days prior to the effective date of his or her retirement. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Paragraph D.3., above.
5. Upon request of the County, negotiations shall be reopened to consider alternative sick leave incentive/control programs.
6. 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.

Section 2. Bereavement Leave

~~Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU,~~ 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 fulltime paid status shall receive time off with pay, not to exceed five (5) regularly scheduled shifts [Note: double-shifts equate to two (2) 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 no more than twelve (12) months, prior written approval must be received from the supervisor within six (6) months of the loss.

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

Section 3. Authorized Leave Without Pay

A. Departmental Leave

A regular, limited-term or probationary employee may request a Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the department, except in cases where Official Leave has been authorized pursuant to Sections 10, 11.A., and 14 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 authorized only after an employee's completion of a Departmental Leave and after all compensatory time and vacation accruals, or the portion of annual leave subject to 100% payoff have been applied toward payment of the absence.
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 IV, Section 14, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after use of leave balances as specified below:
 - a. When Official Leave involves the employee's own serious health condition – after all accumulated compensatory time, vacation

accruals, sick leave and annual leave have been used;

- b. When Official Leave involves the circumstances covered by Section 1, subsections.B.4, B.5 or B.6 of this Article – after all accumulated compensatory time, vacation, sick leave (to the extent available to the employee for such use) and annual leave have been used;
 - c. When Official Leave is used for all other reasons – after all accumulated compensatory time and vacation accruals, and/or the portion of the annual leave subject to 100% payoff have been applied toward the absence. Use of annual leave beyond the leave balance subject to 100% payoff shall be at the discretion of the employee, subject to the annual leave provision.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the 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 leaves which must be granted pursuant to sections 10, 11 and 14 in this Article, the department shall: (a) indicate on the request its decision as to whether the request should be granted, modified or denied; (b) promptly transmit the request to the Chief Human Resources Officer; and (c) deliver a copy to the employee.
 6. If the department modifies or does not approve a request for Official Leave, the employee may, within fifteen (15) calendar days of said action, file a request for review with the Chief Human Resources Officer. The decision of the Chief Human Resources Officer on such appeals shall be final.
 7. An Official Leave shall not be credited toward continuous service.

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 Nonoccupational Disability

- A. A regular, limited-term or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 - 1. A medical statement setting forth the need for the leave, start date of the leave, the expected date of return and the period of disability shall be submitted with the Leave request.
 - 2. Such Leave shall begin after all accrued sick leave, compensatory and vacation time and/or annual leave have been applied toward the absence.
 - 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more. (This provision does not apply to pregnancy disability leave.)
- B. If additional leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.
- C. Unless otherwise required by law, an employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

Section 5. Absences Caused by Illness, Injury or Pregnancy

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

Section 6. Jury Duty Leave

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

beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions (Article I). An employee may request a change in regularly scheduled working hours to a Monday through Friday day shift for the duration of such jury duty. Such requests shall be granted if practicable.

Section 7. Witness Leave

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

Section 8. Leave for AOCDS Business

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

- A. AOCDS shall make a request to the employee's Department Head at least ten (10) days in advance.
- B. AOCDS shall not request that such Leave be effective for more than four (4) employees on any workday.
- C. The services of such an employee are not immediately required by the County, and other competent employees are available to do the employee's usual work.

Section 9. Absence Without Authorization

- A. Absence without authorization for three (3) consecutive working days shall be considered an automatic resignation.
- B. When the County believes an employee has been absent without authorization and the County plans to invoke the provisions of 9.A., above, the County shall send written notice by certified mail to the employee's last known address at least ten (10) calendar days prior to implementing an automatic resignation. Such written notice shall contain:
 - 1. a statement of the County's intention to implement the employee's automatic resignation and its effective date;

2. a statement of the reasons for considering the employee to have automatically resigned;
 3. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 4. a statement of the employee's right to representation;
 5. a copy of the automatic resignation provisions which apply to the employee;
 6. a statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the automatic resignation shall be implemented.
- C. An automatic resignation shall not be implemented if the employee responds to the notice before the effective date and 1) it was physically impossible for the employee to contact his or her department; or 2) the employee can show that it would be arbitrary, capricious or discriminatory to implement the automatic resignation.
- D. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue his or her employment pursuant to subsection B. and/or C., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the use of sick leave, compensatory time, vacation or other paid leave to cover the absences is appropriate
- F. If an employee does not have authorization to be absent from work, such employee may request authorization from the Department Head prior to the expiration of the time limit specified in subsection A., above.
- G. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- H. Automatic resignation shall not be considered a discharge under the provisions of Article IX, DISCIPLINARY ACTION.

Section 10. Parenthood Leave

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

provided the employee meets the following conditions:

1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
 2. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
 3. Such employee has completed new probation.
 4. All accrued vacation, compensatory time or annual leave subject to 100% payoff has been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick Leave or annual leave must be applied toward any portion of the absence which qualifies under Section 1.B.1. of this Article provided the employee has furnished the department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XII, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave, vacation, or annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or

2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 3. accepts employment outside the County; or
 4. accepts employment in another County position; or
 5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or
 6. is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the department shall not be required to return the employee to work until such notice is given; however, the department may waive the notice or reduce the notice period at its discretion.

Section 12. Catastrophic Leave

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

Section 13. Leave for Attendance at Professional Conferences – Probation Department

- A. Employees may request three (3) working days leave with pay each fiscal year for attendance at professional training conferences subject to the following conditions:
1. The request is made timely on the appropriate Department request forms.
 2. The conference and training are job related, certified by Department-required entities and attendance meets Department's scheduling and business operation needs.
 3. The workload in the employee's unit must be such that he or she can be spared without negative impact on the unit.

4. The employee's absence will not result in overtime for the employee or others.
 5. The employee's workload is current and his or her performance is standard or above.
 6. The employee pays all costs connected with the conference attendance, including registration, meals, transportation and/or lodging, if any.
 7. The employee agrees to provide within two (2) weeks following the conference a comprehensive report on the event through channels to Department-designated management or supervisory staff.
- B. Attendance at training conferences by eligible members of this Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the department or in the assigned unit.
- C. Multiple request to attend the same conference or conferences scheduled at the same time will be considered based upon availability based upon adequate coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.
- D. Request may be made for more than three (3) days Leave for attendance at a professional conference in any one (1) year under this provision; however, approval shall be at the discretion of the department.
- E. Attendance at conferences out of the general area will require approval under the County Travel Request Procedure and is not covered by this provision.

Section 14. Family Leave

A. General Provisions

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

2. Family Leave may be used in the following situations:
 - a. An employee's serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.
 - b. The birth of a child, and in order to care for the newborn child within one year of birth.
 - c. Placement of a child for adoption or foster care within one year of the placement.
 - d. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or a child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).
 - e. Leave for a qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, child or parent is on covered active duty or called to active duty status in the Armed Forces.
 - f. Leave to care for a spouse, registered domestic partner, child, parent, or "next of kin" who is a covered service member of the Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.
3. Employees must request and identify their need for Family Leave. The County and AOCDS agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
4. Eligibility for Family Leave will be determined according to the requirements of applicable law.
5. Family leave shall not exceed twelve (12) work weeks for situations covered by subsection A(2)(a) – (d) above or twenty-six (26) weeks to care for a covered service member (subsection A(2)(e) and (f) above) during any calendar year. Where Family Leave qualifies as

both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

6. Leave taken under the FMLA for a disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act (See Section 4 of this Article). A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
7. The twelve (12) month period for calculating leave entitlement will be based on the calendar year (January 1 to December 31).
8. When a request for Family Leave is approved, the department shall determine whether sick leave, annual leave, compensatory leave, and/or vacation time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee. The use of sick leave or annual leave shall be restricted to those circumstances which qualify under the provisions of Article IV., Section 1.B.

B. Notification Requirements

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

C. Verification

1. As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his or her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.
2. Employees who request leave to care for a covered service member who is a child, spouse, registered domestic partner, parent or "next of kin" of the employee must provide written certification from a health care provider regarding the injured service member's injury or illness.
3. The first time an employee requests leave because of a qualifying exigency, the employee is required to provide the County with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military members in on active or called to active duty in a foreign country with the dates of active duty service. New active duty orders or similar documentation shall be provided to the County if the need for qualifying exigency leave arises out of a different active or call to active duty status of the same or a different covered military member.
4. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

Section 15. Leave 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 V VACATION

Section 1. Accumulation of Vacation

- A. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0385 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately two [2] weeks per year). Part-time employees will earn vacation on a pro-rated basis.
- B. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty [120] hours per year), but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall 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. 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 .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year), under the same terms and conditions as under subsection B., above.
- D. 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) shall be determined. The 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 same procedure shall be applied to each subsequent fifty-two (52) week period.
- E. For employees in the Public Safety General Unit, the maximum allowable vacation credit may accrue at any one (1) time for a full-time employee shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) 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.
- F. For employees in the Public Safety Supervisory Unit, the maximum

allowable vacation credit may accrue at any one (1) time for a full-time employee shall be four hundred (400) hours and a prorated amount equal to ten (10) 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 first day of the first full pay period following approval by the Board of Supervisors, employees in the Public Safety Supervisory Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of fifty (50) Vacation hours during the fiscal year for approved time off and employees in the Public Safety General Unit with Annual Leave balances and with ten (10) years of continuous full-time County service (20800 hours) may elect to use a maximum of ninety (90) 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.C and F.) 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.~~C. and F.~~) 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. Vacation shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- 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.6.

- J. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Deputy Sheriff - Emergency Service, Election Board Officer or Election Night Help.
- K. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.
- L. When a person is reemployed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Cash Out

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

- 1. For employees with no annual leave balances in the Public Safety General unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.
- 2. For employees with no annual leave balances in the Public Safety Supervisory unit, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible.

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

- 1. An employee with annual leave balances in the Public Safety General unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 70 hours, if the employee has more than 250 hours of accrued vacation hours at any point in the fiscal year.
- 2. An employee with annual leave balances in the Public Safety Supervisory

unit shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 110 hours, if the employee has more than 290 hours of accrued vacation hours at any point in the fiscal year.

C. Vacation and Annual Leave Cash Out – Compensation Earnable

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

ARTICLE VI ANNUAL LEAVE

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977 and before the 2017-2021 MOU was adopted by the Board of Supervisors on January 4, 2019.

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

- A. Effective January 18, 2019, 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 Vacation hours that may be used pursuant to Article V, Section 2.B.

Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
 - 1. An absence necessitated by the employee's personal illness, injury or disability due to pregnancy or childbirth.
 - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
 - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Subsection, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal ward.
 - 5. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to the time period specified in Labor Code

section 233, except as to extra help employees, who will be limited to three (3) days provided they meet the requirements set forth in the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code sections 245-249). For purposes of this Subsection "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).

6. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
 7. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 - C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the ~~aforementioned~~ ten (10) years ~~(Section 1.C.)~~ of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years ~~(Section 1.C.)~~ of County Service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. When a person is reemployed in a regular or limited term position, the Chief Human Resources Officer may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.
- G. 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.
- H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

- A. An employee in the Public Safety General Unit with over 600 hours of accrued annual leave shall be permitted to cash out seventy (70) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety General Unit with 600 or less hours of accrued annual leave shall be permitted to cash out thirty-five (35) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional thirty-five (35) 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 request. In no event shall an employee be paid for more than 70 hours of annual leave in a fiscal year.

An employee in the Public Safety Supervisory Unit with over 600 hours of accrued annual leave shall be permitted to cash out one-hundred and ten (110) hours of annual leave in a fiscal year upon request.

An employee in the Public Safety Supervisory Unit with 600 or less hours of accrued annual leave shall be permitted to cash out fifty-five (55) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional fifty-five (55) 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 110 hours of annual leave in fiscal year.

- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- C. A Public Safety General unit 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 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 320 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.E. If an employee has less than 320 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 320 and the amount of vacation hours that the employee has accrued. (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 pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.

- D. A Public Safety Supervisory Unit 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 years	320 hours maximum paid at 100%

10 or more years

A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance, after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 maximum.

Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 400 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F. If an employee has less than 400 vacation hours, the amount of annual leave hours that the employee will be paid at 100% from the annual leave accrual will be the difference between 400 and the amount of vacation hours that the employee has accrued. (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 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.

- E. 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.

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

ARTICLE VII HOLIDAYS

Section 1. Holidays Observed

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

- 202~~34~~: Independence Day, July ~~45~~
 Labor Day, September ~~46~~
Native American Day, September 22
~~Columbus Day, October 11~~
 Veteran's Day, November 11
 Thanksgiving Day, November 2~~35~~
 Day after Thanksgiving, November 2~~46~~
 Christmas Day, December 2~~54~~ (~~Observed~~)
~~New Year's Day, December 31~~ (~~Observed~~)
- 202~~42~~: New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, January 1~~57~~
 Lincoln's Birthday, February 12
 Washington's Birthday, February ~~1921~~
 Memorial Day, May ~~2730~~
 Independence Day, July 4
 Labor Day, September ~~25~~
Native American Day, September 27
~~Columbus Day, October 10~~
 Veteran's Day, November 11
 Thanksgiving Day, November 2~~84~~
 Day after Thanksgiving, November 2~~95~~
 Christmas Day, December 2~~56~~ (~~Observed~~)
- 202~~53~~: New Year's Day, January ~~12~~ (~~Observed~~)
 Martin Luther King, Jr.'s Birthday, January ~~2016~~
 Lincoln's Birthday, February 12
 Washington's Birthday, February ~~1720~~
 Memorial Day, May 2~~69~~
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 Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.
- C. When a holiday falls on a Sunday, the next day shall be observed as the holiday, except as noted in E. below.
- D. When ~~a holiday falls~~~~Christmas Day or New Year's Day fall~~ on a Saturday, the Friday immediately preceding shall be observed as the holiday, except as noted in F. below.
- 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 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. 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, ~~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, 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. 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. On each of the holidays designated above, each part-time employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work.

C. Compensation for Holidays Falling on Scheduled Days Off

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

D. Compensation for Work on Holidays

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

Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times

the employee's basic hourly rate for the number of hours actually worked.

3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive, in addition to pay as provided in D.1. or 2. of this Section, compensatory time for each hour worked to a maximum of eight (8) hours.
- E. Holidays which fall during an employee's vacation period shall not be charged against the employee's vacation balance.
 - F. Full-time employees who are on a pay status during the pay period which includes March 1 each fiscal year during the term of this Agreement shall be credited with two (2) hours of compensatory time at the end of the pay period which includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.
 - G. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County, as provided in Article I, Section 2.C.2. of this Agreement.

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 reimbursed for each mile driven in the performance of his or her duties during each monthly period as follows:

- A. Except as provided below, the reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. The reimbursement rate for an employee in the class of Deputy Probation Officer I, Deputy Probation Officer II Senior Deputy Probation Officer, Supervising Probation Officer, and Supervising Juvenile Correctional Officer shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate.
- C. For an employee in the class of Deputy Juvenile Correctional Officer I, Deputy Juvenile Correctional Officer II and Senior Juvenile Correctional Officer, Deputy Coroner, Senior Deputy Coroner, Supervising Deputy Coroner, Park Ranger I, Park Ranger II, Supervising Park Ranger I, and Supervising Park Ranger II, who drives two-hundred fifty (250) or more miles in any calendar month in the performance of his or her duties, the reimbursement rate shall be the differential rate of ten (10) cents per mile above the standard IRS mileage rate for each mile driven that month in the performance of his or her duties.
- D. Effective January 18, 2019, an employee in the Public Assistance Investigator series who is authorized to use a private automobile in the performance of duties shall be paid as follows, subject to the current Vehicle Rules and Regulations established by the Board. The per mile reimbursement rate shall be a flat rate, set at the higher of the IRS rate or the highest rate which applies to any represented employees of the County.
- E. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.

Section 2. Mileage Reimbursement – Claims Less Than \$10

An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten

(10) dollars in any month in which actual mileage is incurred but the actual mileage reimbursement would otherwise be less than ten (10) dollars. Employees may be eligible for the minimum mileage reimbursement if all of the following conditions are met:

- A. The employee has actually worked eighty (80) hours in the month;
- B. The employee used their vehicle and has filed a claim for mileage reimbursement;
- C. The department/agency has certified that the employee was required to use the employee's privately owned vehicle to perform the essential functions of the employee's job.

Section 3. Transportation Supplement – Public Assistance Investigator Series

Effective August 2020, the County shall pay a five hundred fifty (\$550) dollar annual transportation expense allowance to employees in the Public Assistance Investigator series employed as of August 1 each year who are regularly required to use a private vehicle in their employment. Additionally, the County shall pay five hundred fifty (\$550) dollars to employees in the Public Assistance Investigator series who drive more than six thousand (6000) miles on County business in a fiscal year. Eligible employees must submit a claim on or before August 31 of each year.

Employees in the Public Assistance Investigator series who drives their private vehicle in the performance of County duties shall be reimbursed for their insurance deductible, up to a maximum of one thousand dollars (\$1,000) 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 department sufficient proof of the insurance deductible amount, a copy of the police crime or accident report or a memo if no report is applicable, 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 to the Department.

Section 4. Personal Property Reimbursement

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

shall be limited to the functional value of the watch.

Section 5. Boots

Employees in the below listed classes who are required to furnish their own safety work boots shall be eligible for reimbursement up to a maximum of three hundred (\$300) dollars per fiscal year.

Park Ranger I
 Park Ranger II
 Supervising Park Ranger I
 Supervising Park Ranger II

Section 6. Educational and Professional Reimbursement

A. 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.

B. Eligible Employees

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

C. Reimbursement Eligibility

1. The following are eligible for reimbursement:

- a. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)
- b. Accredited certificate programs

- c. Vocational skills program
 - d. Courses related to obtaining or maintaining business related certifications, licenses, or accreditation
 - e. Courses related to preparing to take tests to obtain business related certifications, licenses, or accreditation
 - f. Professional conferences, conventions, and seminars that are related to business objectives
 - g. Fees related to obtaining and/or renewing a license, including special drivers' licenses
 - h. Fees related to certifications or accreditations
 - i. Fees related to taking professional examinations
 - j. Professional association membership fees
2. 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.
3. Courses are not eligible for reimbursement if they:
- a. Are taken to bring unsatisfactory performance up to an acceptable level;
 - b. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 - c. Duplicate available in-service training; and/or
 - d. Duplicate training which the employee has already had.

D. Nature of Reimbursement

1. 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.

2. 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.
3. 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.
4. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
5. Public Service Institute (PSI) courses are not eligible for reimbursement.
6. 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.
7. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$10,000.

E. Request Procedure

1. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by Department.
2. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.
3. Upon completion of an approved course, or payment of fees for approved memberships, licenses, certifications, or accreditations, the employee shall furnish proof of payment, and proof of grade (where applicable) to the Agency/Department Head as soon as possible.
4. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

ARTICLE IX DISCIPLINARY ACTION

Section 1. Reprimand and Substandard Performance Evaluation

- A. No regular, limited-term or probationary employee shall receive a written reprimand or a substandard performance evaluation except for reasonable cause.
- B. A written reprimand or substandard performance evaluation (i.e., a rating of "Does Not Meet Objectives") given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step 1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

- A. In suspending a regular, limited-term or probationary employee for five (5) days or less when it is necessary to remove the employee from the work site immediately because of a potential emergency situation, including, but not limited to, situations that may endanger life or property the employee shall:
 - 1. whenever practicable, be given an opportunity to respond to the proposed suspension to a designated department representative with the authority to make an effective recommendation on the proposed suspension prior to the suspension becoming effective;
 - 2. be informed of the employee's right to representation in the response;
 - 3. be informed of the employee's right to appeal should the proposed suspension become final.
- B. In such emergency suspensions, the procedural requirements of Section 3., below, shall be complied with within ten (10) days following the effective date of the disciplinary action.

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

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

1. a description of the proposed action and its effective date(s);
 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. copies of material on which the proposed action is based;
 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 5. a statement of the employee's right to representation;
 6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond either orally or in writing, at the employee's option, to a designated Department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may be represented by AOCDS in a hearing pursuant to this Article. An employee may not use privately retained counsel at the hearing.
- E. An employee shall receive written notice either sustaining, modifying or cancelling a proposed discharge on or prior to the effective date of such action.
- F. An employee shall receive written notice either sustaining, modifying or cancelling a proposed suspension or reduction prior to the effective date of such action except that such written notice may be given after the imposition of suspensions pursuant to Section 2., above.
- G. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 4. and 5. of this Article.
- H. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 6. of this Article.

Section 4. Suspension

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

Section 5. Reduction

- A. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
- B. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
- C. In accordance with the provisions of Article X, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at the Step 2 of the grievance/appeal procedure; except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 6. Discharge and Right of Appeal

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

Section 7. Polygraph Examination

No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took or refused to take a polygraph examination unless otherwise agreed to in writing by the parties; nor

shall any testimony or evidence of any kind regarding an employee's offer to take, refusal to take, or the results of a polygraph examination be admissible in any proceeding pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

Section 8. Investigatory Meetings

- A. Employees covered under the Public Safety Officers Procedural Bill of Rights Act (Cal. Government Code § 3300 et. sec.) are entitled to rights at the investigatory meeting to the extent required under that statute.
- B. An employee in the Deputy Coroner series who is 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.
- C. For employees in the Deputy Coroner series, 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.
- D. An employee may represent himself or herself or may be represented by AOCDS in an investigatory meeting. An employee in the Deputy Coroner series is not entitled to be represented by privately retained counsel at the meeting.

ARTICLE X GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

Section 1. Scope of Grievances

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

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 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.
- H. In order to encourage frank discussion and compromise in attempting to resolve grievances and other labor disputes, the County and AOCDS agree that the files of the respective parties concerning such matters shall be confidential, except that this shall not restrict any access that either party might otherwise have to the other's files.
- 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. To be considered a grievant in a group grievance, each employee must be individually identified as a grievant when the grievance is submitted at Step 1.

Section 4. Electronic Submission of Grievances

- A. AOCDS and its authorized representatives may electronically submit grievances and appeals on behalf of its members.

- B. All grievances and appeals shall be submitted on County-designated forms via email to the County's Employee & Labor Relations office at the designated email address provided by the Director of Employee & Labor Relations. A courtesy copy should be electronically submitted to the applicable Department HR Manager.
- C. AOCDS shall submit grievances and appeals on the County's grievance form along with any attachments. All documents and attachments corresponding to the grievance should be in the same email submission. If AOCDS submits the grievance documentation from an AOCDS staff representative or on their behalf from an AOCDS-authorized staff member using an official AOCDS email account, no signature on the form itself shall be required. AOCDS and the County agree that alternative forms of electronic signature from AOCDS-authorized representatives are acceptable.
- D. AOCDS shall redact or remove any non-essential sensitive personally identifiable information and personal health information before making an electronic submission to the County. Examples include: full date of birth, full social security numbers, full taxpayer-identification number, full credit card or debit numbers, driver's license numbers, and the full names of clients or minors. AOCDS should substitute non-sensitive and de-identified placeholders (e.g., initials of minors) if needed to make a document(s) more understandable. AOCDS should note whether e-filed documents are not in a native format due to redactions or modifications on the grievance form or attachment(s).
- E. AOCDS submissions will be considered timely filed if the County's email system time stamp reflects that the entire document, in compliance with this Agreement, was received before 11:59 p.m., Pacific Time Zone on the due date prescribed by the applicable Memorandum of Understanding. After 11:59 p.m. on the due date is considered the beginning of the next day.
- F. Generally, the County will not excuse an untimely filing due to technical difficulties, e.g., (a) problems with a user's internet service provider, telephone lines, hardware, or software; or (b) rejection of a document because it contains a virus.
- G. AOCDS may submit the grievance in person at Human Resource Services (HRS) Reception (currently at the Hall of Administration at 333 W. Santa Ana Blvd, Santa Ana) only during HRS' normal business hours. In-person documents must be filed before close of business on the due date.
- H. The County shall send AOCDS a confirmation e-mail message referencing receipt of the grievance or appeal submission. AOCDS should contact

Employee & Labor Relations if such receipt is not received within 2 business days of submission.

Section 5. Employee Representation

- A. An employee may represent himself or herself or may be represented by AOCDS in the formal grievance/appeal procedure. ~~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~~If an employee chooses not to be represented by AOCDS~~, AOCDS may have a separate AOCDS representative present at Step 2 of the grievance/appeal procedure and/or arbitration and, if necessary, shall have the right to present AOCDS's interpretation of provisions of this Agreement at issue. Such presentation shall not include comments regarding the merits of the grievance. The decision of the arbitrator in such a case shall not be precedent setting and shall not be admissible in any subsequent dispute between the County and AOCDS. The County will endeavor to provide copies of all grievances/appeals filed by employees to AOCDS as soon as reasonably practicable.

Section 6. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to:
 - 1. an employee who has a grievance/appeal in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter or to meet with his or her grievance/appeal representative;
 - 2. an authorized grievance/appeal representative in order to attend a meeting with the represented grievant's/appellant's supervisor or other person with authority under the grievance/appeal procedure to resolve the grievance/appeal or to obtain facts concerning the action grieved/appealed through discussion with the grievant/appellant or other employees or through examination of appropriate County records or locations relating to the grievance/appeal.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., above:
 - 1. Before performing grievance/appeal work, the grievant/appellant or grievance/appeal representative shall obtain permission of his or her

supervisor and shall report back to the supervisor when the grievance/appeal work is completed.

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

Section 7. Informal Discussion

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

Section 8. Grievance/Appeal Steps

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

Step 1: Agency/Department Head

An employee may formally submit a grievance to the agency/department head 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, agency/department head or his or her designee(s) shall meet with the grievant. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The County shall, whenever practicable, notify the grievant if more than one (1) management representative shall attend the Step 1 grievance meeting.

Step 2: Chief 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 performance evaluation rating of "Does Not Meet Objectives;"
- c. deferral or denial of a merit increase, or a dispute about the number of steps granted; or
- d. a written reprimand; or

it may be appealed in writing to the Chief Human Resources Officer 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 ordered by the 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 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., C. and D., above, shall be final and binding and shall not be referable to arbitration.

Section 9. 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. Within 30 days of the submission of the arbitration request, the arbitration hearing date shall be calendared, unless the parties agree to extend the time allowed for calendaring. If mediation is going to be held and the grievance is not settled through the mediation process, the arbitration hearing date shall be calendared within 30 days of the mediation, unless the parties agree to extend the time allowed for calendaring. 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.

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

B. Disciplinary Appeals

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented to the Chief 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 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 by a representative of AOCDS and shall be submitted in writing.
- d. The issues in all disciplinary appeals shall be: Was (employee's name) suspended/reduced/discharged for reasonable cause? If not, to what remedy is the appellant entitled under the provisions of Article X, Section 9. of the MOU?
- e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Chief Human Resources Officer, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

a. Findings of Facts

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

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

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

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

c. Remedies - Discharges

1. If the arbitrator finds that the order of discharge should be modified, the employee shall be restored to a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty as determined by the arbitrator.
2. If the arbitrator finds that the order of discharge should be rescinded, the employee shall be reinstated in a position in his or her former class and shall receive pay and fringe benefits for all of the period of time he or she was removed from duty.
3. Restoration of pay and benefits shall be subject to reimbursement of all unemployment insurance and additional outside earnings which the employee received since the date of discharge.

C. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article III, Section 1.C.3. shall be as follows and shall be submitted consistent with Section 98.A., above.
 - a. Was the probationary release of (employee's name) in whole or in part the result of discrimination in violation of Article XVII, NONDISCRIMINATION, of the Memorandum of Understanding between the County and AOCDS?
 - b. If so, what shall the remedy be under the provisions of Article IX, Section 98.C.2., Findings of Facts and Remedies, of the Memorandum of Understanding between the County and AOCDS?
2. Findings of Facts and Remedies

- a. In the event the arbitrator finds no violation of Article XVII, NONDISCRIMINATION, the grievance shall be denied and the issue of remedy becomes moot.
- b. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
- c. In the event the arbitrator finds a violation of Article XVII, NONDISCRIMINATION, and also finds that the violation was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 1. The probationary release may be sustained.
 2. The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 3. The employee may be reinstated in a position in his or her former class with full back pay and benefits for all of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

D. General Provisions

1. Except as otherwise required by law, the cost of an arbitrator arbitration (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 when the appealing party solely alleges discrimination under Article XVIII, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- ~~2. 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. When the grievance involves both~~

~~discrimination and other arbitrable issues, the proper division of costs shall be based on D.1. above.~~

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

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

4. Arbitration appeal hearings of a release from new hire probation alleging discrimination pursuant to Article III, Section 1.C.3 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.

5. 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.
6. 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.
7. 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.

8. 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.
9. 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.
10. 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.
11. The parties agree to forego the use of briefs and transcripts whenever practicable, except that any party may opt to file a closing brief in lieu of an oral closing argument. The parties agree to, whenever practicable, forego the use of a court reporter in arbitrations resulting from a suspension.
12. The decision of the arbitrator shall be final and binding on all parties.
13. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance/appeal to mediation. A request for mediation may be

presented in writing to the Chief Human Resources Officer within fourteen (14)~~seven (7)~~ calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed or the request is denied. The County shall respond to a request for mediation within thirty (30) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal, considered advisory and shall not be admissible evidence in any arbitration that should follow. Within fourteen (14)~~seven (7)~~ calendar days after completion of the mediation process or denial of a request for mediation, an arbitration request may be filed pursuant to Section 98.A. or B., above.

ARTICLE XI LAYOFF PROCEDURE

Section 1. General Provisions

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

Section 2. Order of Layoff

- A. When a reduction in the work force is necessary, employees in regular positions and those occupying limited-term positions at the direction of their agency/department head shall be laid off in an order based on consideration of:
 - 1. employment status,
 - 2. past performance,
 - 3. length of continuous service with the County.
- B. Layoffs shall be made by class within the department except that:
 - 1. Where a class has a dual or multiple concept, the Chief 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.
- E. AOCDS may designate employees who are regular AOCDS officers or area representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in the Representation Unit. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3., below.

Section 3. Computation of Layoff Points

Seniority Points:

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

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

Demerit Points:

For a rating of "Does Not Meet Objectives" on the last "Performance Evaluation Report," for the class currently held by the employee, the employee shall earn two-hundred sixty (260) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an

employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

Layoff Points:

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

Section 4. Notification of Employees

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

Section 5. Voluntary Reduction in Lieu of Layoff

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work following actual receipt of the notice to notify their department in writing of their intent to exercise rights under this Section.

Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify their department of their intent to exercise rights under this Section;

and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

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

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

Section 7. Reemployment Lists

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

1. Persons Laid Off

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

2. Persons Who Exercise Their Rights Under Section 5.

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

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

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

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

- B. The names of persons laid off shall be placed on the COUNTY PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5., in the order of their layoff scores, going from highest to lowest. When one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, ten (10) names shall be certified from the COUNTY PREFERRED ELIGIBLE LIST, starting at the top. When more than one (1) vacant position in an agency/department, other than the agency/department from which the employee was laid off, is to be filled in that class, the number of names certified, starting at the top of the COUNTY PREFERRED ELIGIBLE LIST, shall be equal to twice the number of vacancies plus seven (7). If there is a tie among layoff points at the last name to be certified, all tied eligibles shall be certified. Eligibles certified from COUNTY PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower

ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.

- C. Names of persons placed on the DEPARTMENTAL REINSTATEMENT LIST and the COUNTY PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
 - 1. A person who on two (2) separate occasions rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
 - 2. A person who on three (3) separate occasions declines referral for interviews in a particular class shall be removed from the lists for that class.
 - 3. An employee in the Public Safety General Unit who upon retirement signs a statement electing not to be eligible for reemployment under this provision shall have his or her name excluded from the aforementioned lists.
- D. In the event two (2) or more agencies/departments are consolidated while AGENCY/DEPARTMENTAL REINSTATEMENT LISTS are in effect, such lists shall be combined and treated as one (1) list in accordance with the preceding provisions of this Section. When a transfer of one (1) or more functions of one (1) agency/department to another agency/department occurs, employees previously laid off from such function(s) who are on an AGENCY/DEPARTMENTAL REINSTATEMENT LIST for the agency/department losing such function(s), shall be removed from such list and shall be placed on a reinstatement list for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions of this Section.
- E. Reemployment lists shall be available to 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 is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
 - 1. All sick leave and annual leave credited to the employee's account when laid off or unpaid annual leave when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.
 3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.
 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a regular or limited-term position in the class from which the employee reduced shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay, or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
 2. The merit increase eligibility date shall be reestablished as determined by the Chief Human Resources Officer.
 3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reemployed, within a two (2) year period from the date of reduction, in a class higher than the one from which the employee was reduced shall receive the following considerations:
1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in B., above.
 2. The employee's salary, probation period and merit increase eligibility date shall be determined by treating the employee as though he or she is being promoted from such class.

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

Section 1. Treatment of Industrial Injuries

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

Section 2. Disability Payments and Leave

Whenever an eligible 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 placed on Workers' Compensation Leave. Employees shall receive compensation provided by or equal to California Labor Code Section 4850 (see Section 3 below) or Workers' Compensation Supplement Pay (see Section 4 below).

Section 3. 4850 Rate of Pay

The following classifications shall be compensated for the time period and rate provided by or equal to California Labor Code Section 4850:

6005GS Deputy Coroner
 6007GS Senior Deputy Coroner
 6550GS Public Assistance Investigator
 7400PS Deputy Juvenile Correctional Officer I
 7401PS Deputy Juvenile Correctional Officer II
 7402PS Senior Juvenile Correctional Officer
 7405PS Deputy Probation Officer I
 7408PS Deputy Probation Officer II
 7409PS Senior Deputy Probation Officer
 6011GM Supervising Deputy Coroner
 6551GM Supervising Public Assistance Investigator
 7403PM Supervising Juvenile Correctional Officer
 7413PM Supervising Probation Officer

Section 4. Workers' Compensation Supplement Pay

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, eligible employees in the following classifications shall receive workers'

compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays:

3034GS Park Ranger I
 3035GS Park Ranger II
 6548GS Public Assistance Investigator Trainee
 3036GM Supervising Park Ranger I
 3037GM Supervising Park Ranger II

- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued sick leave, compensatory time, annual leave and/or vacation, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue annual leave, sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
- F. Nothing in this provision shall be construed as waiving any right to greater benefits which may be available pursuant to Labor Code Section 4850.

Section 5. Use of Leave Balances After Exhaustion of 4850 Pay or Workers Compensation Supplement Pay

When an employee is no longer entitled to receive ~~4850 Rate of Pay~~~~workers' compensation supplement pay~~ (see Section 3) or ~~workers' compensation supplement pay~~~~4850 Rate of Pay~~ (see Section 4), the employee may, at his or her option, use annual leave, sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above. If an employee uses such leave balances while receiving workers' compensation temporary disability benefits, only annual leave, sick leave, compensatory time or vacation leave balances used shall be counted toward the calculation of County seniority and determination of sick leave and vacation earning rates.

Section 6. 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, sick leave, compensatory time and vacation may be used, at the employee's option, in that order.

Section 7. 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 XIII SAFETY

Section 1. General Provisions

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

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

Section 2. Safety Inspection

During inspection of County facilities conducted by the State Division of Occupational Safety and Health for the purpose of determining compliance with the California OSHA requirements, an 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. Safety Representatives

- A. Safety Representatives may be selected by AOCDS to meet at least once a month, upon request, with a County designated supervisor or manager for each County facility to discuss matters affecting employee health and safety.
- B. The number of Safety Representatives at each facility shall be determined as follows:
 - 1. For facilities with fewer than one hundred (100) Bargaining Unit employees, one (1) Safety Representative may be selected.
 - 2. For facilities with one hundred (100) or more Bargaining Unit employees, one (1) Safety Representative may be selected for each one hundred (100) Bargaining Unit employees or for each fraction thereof.
- C. A Safety Representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided that:
 - 1. The Safety Representative obtains permission from his or her supervisor prior to performing such work and reports back to the supervisor when the work is completed.
 - 2. The Safety Representative shall not leave his or her job to perform such work unless his or her supervisor determines that the employee's absence will not unduly interfere with the work of the unit in which the employee is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 - 3. When an authorized Safety Representative must go into another section or unit to gather information regarding a safety or health complaint, the Safety Representative shall be permitted to do so provided that:

- a. the Safety Representative checks in and checks out with the supervisor of the unit; and
- b. he or she does not unduly interfere with the work of the unit.

Section 5. Resolution of Safety or Health Complaints

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

ARTICLE XIV UNIFORMS AND SPECIAL EQUIPMENT

- A. The County will continue the current system of providing clothing, uniforms, and special equipment for all groups of employees in the Units who are currently provided such items.
- B. The County and AOCDS will continue participating in ~~establish~~ a working group to review the issue of required uniforms for classifications in the Probation Department. ~~The working group will commence its work within 45 days of the adoption of the 2021 MOU.~~ The working group will strive to complete its work, including making recommendations to the Chief Probation Officer, during the term of the 2023-2026 MOU ~~no later than 180 days after commencement.~~ Any proposed changes resulting from this review will be at the sole discretion of the Chief Probation Officer.

~~The working group may continue to work on required uniform issues in the Probation Department after the 225 days has passed upon agreement of both parties.~~

ARTICLE XV AOCDs AND EMPLOYEE RIGHTS

Section 1. Employee Rights

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

Section 2. Payroll Deduction

- A. Membership dues of AOCDs members in this Representation Unit and insurance premiums for such AOCDs sponsored insurance programs as may be approved by the Board of Supervisors shall be deducted by the County from the pay warrants of such members. The County shall promptly transmit the dues and insurance premiums so deducted to AOCDs.
- B. AOCDs shall notify the County, in writing, as to the amount of dues uniformly required of all members of AOCDs and also the amount of insurance premiums required of employees who choose to participate in such programs.

Section 3. Employee Information Listing

Once each quarter, during the term of this Memorandum, the County shall provide AOCDs with a listing of all current employees in this Unit. Such file shall include employee name, job classification, agency/department, timekeeping location, salary range and step. The County shall also provide AOCDs with any other information needed pursuant to Article XX, Section 5. AOCDs agrees to pay all costs necessary to providing such lists.

Section 4. Use of Bulletin Boards

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

Section 5. Use of County Facilities

AOCDs may, with the approval of the Chief Human Resources Officer~~-~~, hold meetings of their members on County property during nonworking hours provided request is made to the Chief Human Resources Officer as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XVI MEMBERSHIP FEE COLLECTION

Section 1. Dues/Service Fee

- 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. 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.
- C. Pursuant to the notification provided by AOCDS in Section 1. A. and B. above, the County will deduct the amount of dues and service fees 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.
- D. AOCDS must notify the County of any employee requesting to be removed from AOCDS membership within a reasonable period of time. 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.
- E. The forgoing 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 reserve all rights it may have under these statutes.

Section 2. Management Responsibilities

A. Payroll Deductions

The County shall deduct the dues or service fee from twenty-six (26) bi-weekly pay warrants of each covered employee in the Representation Unit. All dues and service fees deducted hereunder shall be promptly transmitted by the County to AOCDS.

B. Notification of Change of Status

The County shall notify AOCDS promptly of any employee who, because

of a change in employment status, is no longer a member of the Representation Unit or subject to the provisions of this Article.

ARTICLE XVII MANAGEMENT RIGHTS

The County retains any rights, powers or authority it had prior to the signing of this Agreement except as those rights are or may during the term of this Agreement be directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example but not limitation, the right to manage the County and direct the work force, including the right to hire, select, discipline, transfer and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XVIII NONDISCRIMINATION

Section 1.

The County and the Association of Orange County Deputy Sheriffs 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.

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

ARTICLE XIX POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

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

Section 2. Reclassification of a Position

- A. Sections 3. and 4. shall apply only to individual classification problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Classification Maintenance Reviews are excluded from the provisions of Sections 3. and 4.
- B. Classification Maintenance Review is defined as 1) any study which involves all positions in a class or series except for a class or series with five (5) or fewer positions; 2) any study which involves all positions in an organizational unit which is greater than five (5) positions; 3) any study in which the class concept, minimum qualifications or salary relationship is at issue.
- C. By mutual agreement, the County may contract with a consultant to carry out Classification Maintenance Reviews. Provisions of Section 5. will apply.

Section 3. Procedure for Requesting Reclassification of a Position

- Step 1: An employee who believes his or her position is not properly classified may submit a written request to his or her Department Head that a classification study be conducted. Requests shall state the reasons the employee believes the present class is not appropriate and which class the employee believes is appropriate based on the employee's present duties.
- Step 2: Appropriate department response to an employee's request for reclassification includes, but is not limited to, denial of request or forwarding of the request to Human Resource Services with a recommendation that a classification study be conducted.
 - a. If the request is denied, the employee shall be given a written statement of the reasons for the denial. If management

denies the request or fails to respond within thirty (30) calendar days, the employee may submit the request to AOCDS for consideration.

- b. If Human Resource Services studies a position at the employee's request as provided above and the employee does not agree with the County's decision, the employee may submit the request to AOCDS.

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

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

- a. If the study is justified and the request is made under Step 2.A., the employee shall be given a Position Description Form within fifteen (15) days. Within one hundred twenty (120) calendar days after Human Resource Services receives the completed Position Description Form, Human Resource Services shall notify AOCDS of the appropriate classification of the position.
- b. If the study is justified, and the request is made under Step 2.B., Human Resource Services shall complete the study in thirty (30) days and communicate the results to AOCDS. If the study is not completed within thirty (30) days, upon request of AOCDS the matter shall be referred to a consultant under the provisions of Section 5. of this Article.
- c. If the study is not justified, the County shall notify AOCDS within fifteen (15) days. AOCDS may accept the County position that the study is not justified or may request a consultant review as provided in Section 5.

Section 4. Limitations on Concurrent Studies

- A. The County shall not be required to initiate a study if the total number of positions currently requested by AOCDS for reclassification studies plus the new request exceeds twenty-five (25) positions.
- B. The numerical limitation shall apply only to studies for which Position Description Forms have been initiated and shall not include studies which

have been referred to or are pending referral to a consultant.

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

Section 5. Review of Disputed Position Classification Decisions

- A. If the County does not respond at the end of the appropriate time period as specified in Section 3., Step 4 of this Article or AOCDS does not agree with a position classification decision of the County after the steps in Section 2. or 3. of this Article have been followed, the issue may be presented to a classification consultant for advisory review. Other provisions notwithstanding, no more than fifty (50) positions may be referred to a consultant per fiscal year except that any maintenance study done by a consultant shall not be included.
- B. The consultant's review shall be documented on forms supplied by the County and used by the County for documenting its classification decisions.
- C. The consultant shall have access to the organizational and classification files of Human Resource Services and shall have the right to conduct the classification study in the manner the consultant deems most appropriate.
- D. Any salary change for any employee resulting from a consultant's advisory recommendation shall be effective no sooner than the beginning of the pay period following the decision of the County at Step 4 of the procedure described in Section 3., above.
- E. A consultant shall be chosen who has experience in conducting position classification analyses for local governmental agencies. The consultant will be chosen by a committee with an equal number of County and AOCDS members. The cost of the consultant shall be shared equally by the County and AOCDS.

~~Section 6. Classification Review~~

~~During the term of the 2021 MOU, the County agrees to review the following classification series:~~

- ~~• Review of the Deputy Coroner occupational series classification structure and classification specifications for potential updates to Special Requirements section and review of the hazard pay. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.~~

- ~~Conduct classification and market study for the Public Assistance Investigator occupational series classification specifications to determine if classes are appropriately structured. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.~~
- ~~Conduct a review of changes to the regular duties of and population served by the Deputy Juvenile Correctional Officer series to determine if classes are appropriately structured and/or titled. The review shall commence its work within 210 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.~~
- ~~Conduct classification and market study for the Park Ranger occupational series. The study will review internal equity for comparable classifications in OC Parks as well as a review of the external markets of the surrounding jurisdictions. The review shall commence its work within 120 days of adoption of the 2021 MOU. Human Resource Services will strive to complete its review no later than 180 days after commencement of the study.~~

~~Any proposed changes resulting from these classification reviews will be at the sole discretion of the County and in accordance with the Personnel and Salary Resolution.~~

ARTICLE XX INSURANCE

Section 1. Medical Insurance

- A. Effective January 1, 2020, all active employees in these Representative Units will be enrolled in AOCDS medical benefit plans which shall provide medical benefits similar to those offered by the County.
- B. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.
- C. Employees retiring on or after January 4, 2019 shall be enrolled in the AOCDS Medical Trust. The effective date of enrollment shall be either the first day of the month following January 4, 2019 or the first of the month following retirement, whichever is later. Employees retiring before January 4, 2019 shall remain enrolled in County-offered health plans.

Section 2. Medical Insurance Contribution

- A. Effective ~~the first payday in December 2019 (Pay Period 25—~~December 13, 2019,) the County shall contribute a composite rate of \$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 C, D, E, F, and G below.

For employees hired on or after December 2, 2019, the County contributions will be effective for the first day of the month following the date of employment or of the insurance start date, whichever is earlier.

- B. Effective July 1, 2022 the County shall contribute a composite rate of \$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 C, D, E, F, and G below.

AOCDS agrees not to reduce employees/participants payroll deductions on or before June 29, 2023, unless monthly premiums are reduced by the health plan vendor at renewal. AOCDS will give reasonable notice and provide notification from health plan vendors to the County documenting any reduction in premiums by health plan vendors. In addition, AOCDS agrees not to give a rate/premium holiday to employees/participants on or before

June 29, 2023. A rate/premium holiday means a month-over-month elimination of the payroll deduction.

- C. 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.
- D. 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.
- E. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working full-time, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent, and abide by all terms and conditions of the EME Program. The County shall contribute to the AOCDs trust fund when the subscriber is a member of one of these representation units.
- F. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 1 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C., and D., above.
- G. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to make medical insurance contributions as provided in A, B, C, D, and E above, to the extent required by applicable law.

Section 3. AOCDs Medical Benefits Insurance Trust ("Trust")

Where the requirements in this section are the same in this MOU and the Peace Officer Unit and Supervising Peace Officer Unit MOU, the intent is to only create one obligation regarding these requirements.

- 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 3.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 3.HG. 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 3.C 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 3.C 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 45 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.
- F. 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.
- G. The Trust shall every three years beginning with the Trust plan year ending June 30, 2020 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 3.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.
- H. The auditor for the audit in Section 3.C and for the agreed upon procedures in Section 3.D 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.

- I.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.

J.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.

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

L.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.

M.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.

N.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.

O.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.

P.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.

Q.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.

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

SR. 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 4. Other Insurance Coverage

- A. Effective October 27, 2017, AOCDS shall maintain a trust fund administered in compliance with applicable state and federal law, for the purpose of providing optional benefits including but not limited to, dental, disability and other welfare benefits for employees in regular or limited term positions in the Representation Units.
- B. The County shall, on a biweekly basis, forward AOCDS thirty cents (\$0.30) for each regular hour worked by all employees in these Representation Units.
- C. AOCDS agrees to apply the County's entire contribution for these Representation Units only toward the benefits for employees in these Representation Units.
- D. 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 Unit on an equal basis regardless of membership status.
- E. AOCDS shall indemnify and hold the County harmless from any claims or legal actions brought under this Section.
- F. Not more than once each contract year, upon written request, the trustees of the trust fund will provide the County with correspondence verifying the trust fund's compliance with applicable law during the previous contract year. Not more than once each contract year, the trustees shall also, upon

written request, provide the County with the following:

1. Upon completion, a copy of the annual independent financial report of the trust fund by a certified Public Accountant and form 5500
2. The annual report shall include the following information:
 - a. the actual cost of benefits provided by the trust fund;
 - b. member contributions to the cost of benefits provided by the trust fund;
 - c. rate increases by carriers for the immediately preceding year of insured benefits provided through the trust fund, if applicable (or, if not included in the report, these shall be provided separately);
 - d. a summary of other trust fund expenditures; and
 - e. the beginning and ending cash balances of the trust fund.
3. The annual report shall be provided to the County within thirty (30) days of either the County's written request or the report's completion, whichever shall last occur.
4. A letter from the Certified Public Accountant for the trust fund verifying that the transaction of the trust fund during the preceding year have been reviewed, that payments have been made consistent with contractual agreements, and that required tax returns have been filed in accordance with applicable laws.

Section 5. 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 6. Accidental Death and Dismemberment Insurance

The County shall provide basic accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000) for all Public Safety General Unit and Public Safety Supervisory Unit employees without proof of insurability. The policy shall provide benefits for death or dismemberment occurring in the line of duty. Such insurance will be subject to the limitations of

liability contained in those insurance policies.

Section 7. Retiree Medical Grant

Effective the first day of the first full pay period in July 2020, the Retiree Medical Grant benefit shall be frozen. Employees shall not accumulate additional service hours towards eligibility for the Retiree Medical Grant. Only employees with ten (10) or more years of credited service as of the effective date shall be eligible. Cost of living adjustments (COLAs) and age adjustments shall cease.

A. Retiree Medical Grant Eligibility

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan ("the 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 the first day of the first full pay period in July 2020 are not eligible for the Grant. New employees hired on or after June 23, 2006 are not eligible for the Lump Sum. The Plan does not create any vested rights to the benefits on the part of any employee, retiree, or any other person.
2. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in an AOCDS or County- offered retiree health insurance plan and/or Medicare Part A and/or B premiums as provided below.
 - a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year during retirement, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County retiree health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. No increase shall be applied to the Grant for those employees who retire on or after the first day of the first full pay period in July 2020. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. The Grant will be adjusted as follows:

The Grant will be reduced by seven and one-half percent (7 ½%)

per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

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

Section ~~78~~.A.2.b. shall not apply to Safety classifications or disability retirements.

Section ~~78~~.A.2.b. shall not apply to other employees in these Represented Units on or after the first day of the first full pay period in July 2020.

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 both Medicare Part A (without paying a premium) and Medicare Part B, or immediately if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 12, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.
- c. Retiring employees shall be provided a one-time opportunity of thirty (30) calendar days from the date of retirement 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 right to a Grant, if eligible, and enrollment in an AOCDS health plan.

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

1. An employee who was employed by the County prior to June 23, 2006

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

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding June 23, 2006.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County 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 actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). New employees hired on or after the first day of the first full pay period in July 2020 are not eligible for the Grant. Employees who were employed by the County with 10 or more years of credited service towards the Grant prior to the first day of the first full pay period in July 2020 shall still be eligible for the Grant. Employees with less than ten (10) credited years of service shall not be eligible for the Grant. For an employee who was employed by the County the first full day of the first full pay period in July 2020, any hours of service performed in periods on or after the first day of the first full pay period in July 2020 shall not be included as a part of the credited service towards the Grant eligibility requirements.
2. Accrual of credited service towards the Grant amount shall be frozen on or after the first day of the first full pay period in July 2020.
3. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is employed by the County from August 1, 1993 until retirement.
4. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.4.a.,b.,c., and d. below:

- a. A retiree who, receives a service-connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020, shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.
 - b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS prior to the first day of the first full pay period in July 2020 shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.
 - c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and has requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive 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 Orange County Board of Retirement grants a disability retirement.
5. 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 without a premium must enrolled in Medicare Part A to be eligible to receive the Grant.
6. Deferred Retirement
- a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree. For employees who defer retirement, the terms and conditions governing the Grant are based on the provisions in place at the time of deferral.
 - b. An employee who is not eligible for paid retirement at the time he or she separates from County service and elects deferred

retirement status shall not become eligible for participation in the Grant.

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

D. Survivor Benefits

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

Section 8. General Provisions

- A. AOCDS shall administer their health insurance program for retirees subject to the requirements set forth in this MOU.
- B. Retiree health plan premiums shall be 10% higher than active employees' health plan premiums.
- C. 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.
- D. 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.

Section 9. Health Reimbursement Arrangement

Effective the first day of the first full pay period in July 2020, a Health Reimbursement Arrangement (HRA) will be made available for current and future employees in these

bargaining units. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Health Reimbursement Arrangement Plan Document. County will contribute three (3) percent of each eligible employee's bi-weekly base salary to fund the HRA.

Effective the first day of the first full pay period following Board adoption of the 2021-2023 MOU, County will contribute three and a half (3.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective July 1, 2022, County will contribute four and a half (4.5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

Effective January 13, 2023, County will contribute five (5) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.

ARTICLE XXI DEFINED CONTRIBUTION

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

ARTICLE XXII RETIREMENT

Section 1. Retirement Benefit Levels for Probation Safety Members for the Probation Officer and Juvenile Correctional Officer series

A. For Safety Members Hired Prior to January 1, 2013 and for Safety Members Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of PEPRA.

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

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

b. For employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.1

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

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

Section 2. Retirement Contributions for the Probation Officer and Juvenile Correctional Officer series

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

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

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

Section 3. Retirement Benefit Levels for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. For Employees Hired Prior to January 1, 2013 and for Employees Hired on or After January 1, 2013 who are Considered "Legacy Members" of OCERS within the Meaning of the Public Employees' Pension Reform Act of 2013 ("PEPRA").
1. Except as set forth in Section A.2 and A.3 below, employees will be provided a one-fiftieth (1/50) retirement benefit calculated pursuant to Section 31676.19 of the Government Code. This retirement benefit formula is commonly known as the "2.7% at 55" benefit formula.
 - a. For employees hired on or before September 20, 1979 the retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
 - b. For eligible employees hired on or after September 21, 1979, the retirement allowance will be computed upon the employee's highest three (3) years of compensation per Government Code section 31462.
 2. 1.62% at 65 Pension Formula Election for Employees Hired Prior to May 7, 2010.
 - a. Employees hired prior to May 7, 2010 will be eligible for the Pension Formula Election described below once the Board of Supervisors approves an implementing resolution (which shall be after pending tax issues have been resolved so that the election will not result in any negative tax consequences for eligible unit members). Eligible employees will have 180 calendar days from that date within which to elect one time only whether to terminate for future County service their pension calculation stated in Government Code section 31676.19 (the "2.7% at 55" benefit formula) and elect instead the pension calculation stated in Government Code section 31676.01 (the "1.62% at 65" benefit formula) for future County service.
 - b. In the event an eligible employee fails to make an election during the period set forth in Subsection 2a above, the employee shall continue to be provided with the "2.7% at 55" benefit formula and

shall make the employee retirement contributions established for that benefit formula.

- c. In the event an eligible employee elects the “1.62% at 65” benefit formula, the employee shall be eligible to participate in the County 1.62 Retirement 457(b) Defined Contribution Plan (the “DC Plan”) described in Section 5 below.
 - d. Effective with the beginning of pay period following the date an employee elects the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Government Code section 31621. The employee will ~~will~~ also make the contributions described in Section 4.B and C of this Article.
3. Election Option of “2.7% at 55” or “1.62 at 65” Pension Formula for Those Employees Hired by the County between May 7, 2010 and January 1, 2013.
- a. Employees hired on or after May 7, 2010 and prior to January 1, 2013 were required to make the pension benefit formula election provided for in Board Resolution 10-072.
 - b. Employees had forty-five (45) calendar days from the date of hire or appointment to elect either the “2.7% at 55” benefit formula or the “1.62% at 65” benefit formula. Regardless of which benefit formula was selected, the employee is required to make retirement contributions in accordance with the provisions of Section 4.B and C below.
 - c. In the event an eligible employee failed to make an election during the 45 day period set forth in subsection 3.b above, the employee was deemed to have elected the “1.62% at 65” benefit formula.
 - d. An employee who elected, or was deemed to have elected, the “1.62% at 65” benefit formula is eligible to participate in the “DC Plan” described in Section 5 below.
 - e. After the employee made an election or was deemed to have made an election as described in Subsection 3.b and c. above, the employee is required to make retroactive contributions that would have been made from the employee’s hire or appointment date, for the appropriate election as described in this Article. County matching contributions to the DC Plan, for employees who chose

the “1.62% at 65” benefit formula are not retroactive to the employee’s date of hire and are calculated from the date that the employee made an election or was deemed to have made an election of the “1.62% at 65” benefit formula.

- f. Effective with the pay period following the date an employee elected, or was deemed to have elected, the “1.62% at 65” benefit formula, the normal employee contribution rate to the retirement system for the employee will be calculated pursuant to Section 31621 of the Government Code. The employee will also make the contributions described in Section 4.B and C below.
- B. For Employees Hired on or After January 1, 2013 who are Considered “New Members” within the Meaning of PEPRA.
1. The retirement formula will be the “1.62% at 65” benefit formula described in Government Code section 31676.01, utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement. Employees will also make the contributions described in Section 4.B and C. below.
 2. “New Members” are eligible to participate in the “DC Plan” described in Section 5 below.

Section 4. Retirement Contributions for the Deputy Coroner, Public Assistance Investigator, and Park Ranger series

- A. Members' normal contribution rates shall continue to be established and adjusted subsequent to and in accordance with state law and the actuarial recommendations adopted by the Orange County Employees Retirement System (OCERS) Board and the Board of Supervisors.
- B. The County will adopt employee contribution rates equal to County contributions for full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the OCERS actuary. Employees will pay the full member contribution for each of the benefit plans provided by the County.
- C. Employee Retirement Contributions to Offset the Increased Cost of the “2.7% at 55” benefit formula:
 1. The implementation of the “2.7% at 55” retirement benefit formula shall be

without additional cost to the County for as long as the enhanced benefit formula is provided to employees, i.e., it will be borne entirely by the employees. Effective with the pay period that commenced on June 24, 2005, unit members began making an additional employee contribution to the retirement system. This contribution is in addition to the normal employee contribution calculated under Section 31621.8 of the Government Code (or Section 31621 of the Government Code, if applicable), and is in addition to the employee contribution required to help provide full reserve funding of cost-of-living increases to retirees for all active members of the retirement system as recommended by the actuary. The additional employee contribution made under this paragraph is known as the "Reverse Pickup" and is designed to offset both the prospective increased costs, as well as the increased costs attributable to past service liability of providing this enhanced retirement benefit.

- a. The portion of the additional employee contribution that is attributable to past service liability for the increased cost of the enhanced benefit shall be in accordance with, and for the purposes stated, in Section 31678.3(d) of the Government Code. This additional employee contribution shall continue beyond the expiration date of this MOU, and will continue to be paid by employees as long as there is an unfunded actuarial accrued liability (UAAL) associated with the cost of the past service liability for the enhanced retirement benefit formula. On November 18, 2013, the OCERS Board adopted a funding policy to combine and re-amortize the outstanding balance of the December 31, 2012 UAAL, including the associated past service liability for the enhanced retirement formula, over a 20-year period, which was a reduction from a prior 30-year amortization period. Under the 20-year amortization period, it is estimated the UAAL associated with the cost of the past service liability for the enhanced retirement benefit formula will be paid by 2033. If this goal is realized, there would be no employee contributions for the cost of the past service liability for the enhanced retirement benefit formula after 2033. However, the estimated 2033 date for payoff of the UAAL, including that associated with the past service liability for the enhanced retirement benefit, assumes all actuarial assumptions (e.g. investment rate of return, mortality rates, retirement rates and rate of inflation) are realized and there are no changes in assumptions or funding policy (e.g. amortization period) adopted by the OCERS Board.

- b. The portion of the additional employee contribution that is attributable to the prospective increased cost of the enhanced benefit formula shall also continue beyond the expiration date of this MOU and will continue to be paid by active employees in perpetuity.
2. After implementation of this benefit, the County and AOCDS will annually review its costs including costs impacted by changes in the investment earnings and evaluate whether any adjustments to employee contributions are necessary.
3. The relative-ratio based methodology will be used to determine the additional employee contribution toward the “2.7% at 55” retirement benefit formula.

D. ~~Reduction in the employees’ Reverse Pickup contribution for the Deputy Coroner, Park Ranger, and Public Assistance Investigator series~~

~~Effective the first day of the first full pay period in Fiscal Year 2021/2022 after Board of Supervisors adoption of the 2021-2023 MOU, the Reverse Pickup will be reduced by an ongoing 2.41%.~~

~~Effective July 1, 2022, the Reverse Pickup will be reduced by an additional 2.41%, for a total fixed ongoing 4.82% reduction in the employee’s paid Reverse Pickup.~~

~~The Reverse Pickup rate for employees in the PEPRa and 1.62% at 65 Classic benefit formulas will be frozen at the FY 2021/2022 rate. Employees in the 2.7% @ 55 benefit formula will continue to have their Reverse Pickup rate recalculated based on the OCERS actuarial valuation and will have an ongoing 4.82% offset to the Reverse Pickup calculation after July 1, 2022.~~

~~By July 1, 2022, the entire Reverse Pickup for employees in the PEPRa and 1.62% at 65 Classic benefit formulas shall be eliminated.~~

Section 5. Defined Contribution Retirement Plan for the Deputy Coroner, Public Assistance Investigator and Park Ranger series

- A. Beginning on May 7, 2010, the County will make available a County 1.62 Retirement, Section 457(b) Defined Contribution Plan (the “DC plan”) to those employees who are covered by the “1.62% at 65” benefit formula (whether by election, deemed to have elected or are hired on or after January 1, 2013 and are deemed to be “new members” within the meaning of PEPRa). These employees will be permitted to make voluntary contributions to the Plan. The County will make matching contributions as described in Section 5.B. below.

- B. During the first one-year period following the plan commencement date, the County will contribute a biweekly amount to a Section 401(a) Defined Contribution Plan for an eligible employee equal to the biweekly amount that the employee contributes to the Plan, not to exceed two (2) percent of the employee's base salary (the "match"). During the second year and in subsequent years following the plan commencement date, the County will contribute to a Section 401(a) Defined Contribution Plan for an eligible employee a biweekly amount equal to fifty (50) percent of the biweekly amount that the employee contributes to the Plan. The County contribution to the Section 401(a) Defined Contribution Plan shall not exceed two (2) percent of the employee's base salary, unless the Board of Supervisors authorizes additional County contributions permitted under Article XXII, Retirement, Section ~~53~~.(D). County contributions to the Section 401(a) Defined Contribution Plan shall vest on behalf of the participant after that participant has been continuously employed by the County for a period of five (5) years. For this purpose, one year shall be to 2080 paid hours of service, exclusive of overtime.
- C. Employee contributions to the Plan(s) and the County contributions to the Section 401(a) Defined Contribution Plan shall be subject to contribution limits imposed by the Internal Revenue Service. In no event shall the County be required to pay any portion of the matching contributions that would cause the employee to exceed applicable Internal Revenue Service contribution limits.
- D. Notwithstanding the foregoing, the parties agree that at no time shall the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than fifty (50) percent of an employee's biweekly contribution to the Plan, nor shall the maximum amount of the County's matching contribution to a Section 401(a) Defined Contribution Plan be less than two (2) percent of an employee's base salary.

Section 6. Tax-Deferred Retirement Plan

The County will administer an approved tax-deferred retirement plan which will allow employees to reduce their taxable gross income by the amount of their retirement contribution. The plan shall be in effect for the term of this Memorandum of Understanding subject to approval by the Internal Revenue Service.

ARTICLE XXIII SEPARABILITY

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

ARTICLE XXIV RECOGNITION

Pursuant to the Employee Relations Resolution of the County of Orange and applicable State law, the Association of Orange County Deputy Sheriffs is the Exclusively Recognized Employee Organization for the Public Safety General and Public Safety Supervisory Units. AOCDS has notified the County that the AOCDS President serves to represent these bargaining units. Said classes are listed in Appendix A.

ARTICLE XXV FLEXIBLE SPENDING ACCOUNTS

The County will administer the following Flexible Spending Accounts:

Section 1. Dependent Care Reimbursement Account (DCRA)

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

Section 2. Health Care Reimbursement Account (HCRA)

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

ARTICLE XXVI SALARY

Section 1. Salary Increases

~~A. Salary Increases for the Deputy Juvenile Correctional Officer and Deputy Probation Officer series:~~

- ~~• Effective the first day of the first full pay period following Board of Supervisors adoption of the 2021-2023 MOU, salaries will be increased by 3.25% (base-building/salary range movement).~~
- ~~• Effective July 1, 2022, salaries will be increased by 3.25% (base-building/salary range movement).~~

~~B. Salary Increases for the Deputy Coroner, Park Ranger and Public Assistance Investigator series:~~

- ~~• Effective the first day of the first full pay period following Board of Supervisors adoption, salaries will be increased by 0.84% (base-building/salary range movement).~~

~~Effective July 1, 2022, salaries will be increased by 0.84% (base-building/salary range movement).~~

~~Effective the first day of the first full pay period (January 26, 2024) following Board of Supervisors adoption of the 2023-2026 MOU, salaries will be increased by 8.00% (base-building/salary range movement).~~

~~Effective June 28, 2024, salaries will be increased by 5.00% (base-building/salary range movement).~~

~~Effective June 27, 2025, salaries will be increased by 3.00% (base-building/salary range movement).~~

APPENDIX A

Classes included in the Public Safety General Unit:

6005GS	Deputy Coroner
7400PS	Deputy Juvenile Correctional Officer I
7401PS	Deputy Juvenile Correctional Officer II
7405PS	Deputy Probation Officer I
7408PS	Deputy Probation Officer II
3034GS	Park Ranger I
3035GS	Park Ranger II
6550GS	Public Assistance Investigator
6548GS	Public Assistance Investigator Trainee
6007GS	Senior Deputy Coroner
7409PS	Senior Deputy Probation Officer
7402PS	Senior Juvenile Correctional Officer

Classes included in the Public Safety Supervisory Unit:

6011GM	Supervising Deputy Coroner
7403PM	Supervising Juvenile Correctional Officer
3036GM	Supervising Park Ranger I
3037GM	Supervising Park Ranger II
7413PM	Supervising Probation Officer I
6551GM	Supervising Public Assistance Investigator

DEAL POINTS

FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF ORANGE

AND

ASSOCIATION OF ORANGE COUNTY DEPUTY SHERIFFS

FOR THE PUBLIC SAFETY GENERAL AND PUBLIC SAFETY SUPERVISORY UNITS

January 11, 2024

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 January 26, 2024) 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 3.00%.
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, increase Night Shift Differential premium pay to 5.00% of the employee's basic hourly rate with a minimum of \$1.00 per hour and a maximum of \$2.50 per hour.- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, increase Training Officer Assignment Pay to \$5.00 per hour for all hours performing such training.- Effective the first day of the first full pay period following Board of Supervisors adoption of MOU, add the Juvenile Placement Unit to the Specialty Assignment Premium Pay

	<p>- 21-25 Year-Old Youths Section 707(b) Supervision Pay</p> <p>Deputy Juvenile Correctional Officers and Supervising Juvenile Correctional Officers who are assigned by management to a primary living unit to perform youth-supervising duties in a unit that houses youth(s) who:</p> <ul style="list-style-type: none"> • Are 21-25 years of age and; • Are pending an offense as defined by Welfare and Institutions Code section 707(b); or • Are serving a commitment as a result of a sustained offense under Welfare and Institutions Code section 707(b) <p>shall receive \$5.00 an hour for each full hour worked (or \$1.25 for time increments up to the nearest quarter hour worked) in that primary living unit supervising such youth(s).</p> <p>This Pay shall not apply to employees who do not meet the above criteria or who have only incidental contact with the youth or supervise the youth for a limited period of time and are not actually assigned to the youth's primary living unit, even if their assignment brings them inside the primary living unit. This exclusion applies, but is not limited to, employees in the Institutional Security Unit, College Occupational Program, Court Holding, Visitation, Escorts, Transportation, Intake and Release Center, or other similar positions where the employee is not assigned to the primary living unit.</p> <p>The County shall implement this within 30 days of the first full pay period following the Board of Supervisors' adoption of the MOU.</p>
Sick Leave	<p>For employees with no Annual Leave:</p> <ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board

	<p>adoption, expand Personal Emergency Leave to include Personal Business Leave to 40 hours per fiscal year.</p> <ul style="list-style-type: none"> - Effective the first day of the first full pay period following Board adoption, allow 10 hours of Sick Leave per fiscal year for Parent Child School Leave.
Catastrophic Leave	Effective the first day of the first full pay period following Board adoption, allow up to 24 hours of sick leave maximum per fiscal year to be donated through the Catastrophic Leave program.
Merit Increases	<ul style="list-style-type: none"> - A performance rating of “meets performance objectives” shall earn a two (2) step increase. - Remove Discretionary Merit Increases beyond Step 10.
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"> • Provide a three-day arbitration for new hire probation releases alleging discrimination; • Confirm 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;

	<ul style="list-style-type: none">• Establish a Leave Language working group to clarify language regarding leaves of absences and streamline language for understandability;• Continue participation in Bilingual working group;• Update all grievance processing timelines to 14 days;• Continue Uniforms working group; and• Clarify employee representation rights.
--	--

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

DocuSigned by:
Paul Bartlett 1/12/2024
20E6D6A07543455...
Paul Bartlett Date
Executive Director, AOCDS

FOR THE COUNTY OF ORANGE

DocuSigned by:
Cynthia Inda 1/12/2024
C5906A2BFCA8486...
Cynthia Inda Date
Chief Negotiator, County of Orange



County Executive Office

Memorandum

January 17, 2024

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=frankkim@ocgov.com,
c=US
Date: 2024.01.17 14:53:47 -0800

CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS
2024 JAN 19 PM 12:20

RECEIVED

S34C

The County Executive Office is requesting a Supplemental Agenda Staff Report for the January 23, 2024, Board Hearing.

Agency: County Executive Office
Subject: Approve Memorandum of Understanding with the City of Anaheim
Districts: 2, 3, 4

Reason Item is Supplemental: On December 20, 2023, the Commission to End Homelessness directed the County to negotiate with the City of Anaheim for a Cold Weather Emergency Shelter Program. The Office of Care Coordination has been working expeditiously to finalize a Memorandum of Understanding with the City to provide funding for the operations of a Cold Weather Emergency Shelter Program from February 1, 2024, through April 15, 2024. The Agenda Staff report and attachment were finalized after the filing deadline to the Clerk of the Board.

Justification: This item needs to be on the supplemental agenda on January 23, 2024, to provide the City of Anaheim with funding for a Cold Weather Emergency Shelter Program to serve individuals experiencing homelessness who need shelter during cold and inclement months.

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: 01/23/24

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 2, 3, 4

SUBMITTING AGENCY/DEPARTMENT: County Executive Office

DEPARTMENT HEAD REVIEW: 
Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO,
email=frank.kim@ocgov.com, c=US
Date: 2024.01.17 14:53:10 -0800
 Department Head Signature

DEPARTMENT CONTACT PERSON(S): Douglas Becht (714) 834-5000
 Lilly Simmering (714) 834-6234

RECEIVED
 2024 JAN 18 PM 12:22
 CLERK OF THE BOARD
 COUNTY OF ORANGE
 BOARD OF SUPERVISORS

SUBJECT: Approve Memorandum of Understanding with the City of Anaheim

CEO CONCUR



Digitally signed by Frank Kim
DN: cn=Frank Kim, o=County of Orange, ou=CEO,
email=frank.kim@ocgov.com, c=US
Date: 2024.01.17 14:53:10 -0800

CEO Signature

COUNTY COUNSEL REVIEW

Agreement Approved as to Form
Action

County Counsel Signature

CLERK OF THE BOARD
Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$137,500

Annual Cost: N/A

Staffing Impact: No

of Positions:

Sole Source: N/A

Current Fiscal Year Revenue: N/A

Funding Source: Other: 100% (See Financial Impact Section)

County Audit in last 3 years: No

Levine Act Review Completed: N/A

Prior Board Action: 1/24/2023 #S29D, 11/16/2021 #16, 6/4/2019 #42, 4/24/2018 #55

RECOMMENDED ACTION(S)

1. Approve the Memorandum of Understanding between the County of Orange and the City of Anaheim for the Cold Weather Emergency Shelter Program, effective February 1, 2024, through April 15, 2024.
2. Authorize the Director of Care Coordination, or designee to execute the Memorandum of Understanding as referenced in the Recommended Action above.

SUMMARY:

Approval of the Memorandum of Understanding between the County of Orange and the City of Anaheim will allow for the operations of a Cold Weather Emergency Shelter Program for individuals experiencing homelessness in the City of Anaheim who need shelter during the cold and inclement weather months.

BACKGROUND INFORMATION:

The County of Orange (County) has been working collaboratively with the community since 2007 to provide Cold Weather Emergency Shelter Program (Program) for persons experiencing homelessness in

Orange County during the winter months. The Program ensures safe shelter and respite from cold and inclement weather for persons experiencing homelessness that are not otherwise engaged with year-round emergency shelters elsewhere in Orange County.

Prior Board of Supervisors (Board) Actions:

Board Date	Contract/Amendment	Term	Action
April 24, 2018	Contract	FY 2018-19	Approved License to Use State Military Property for the Armory
June 4, 2019	Contract	FY 2019-20	Approved License to Use State Military Property for the Santa Ana and Fullerton Armory facilities
November 16, 2021	Contract	FY 2021-22	Approved License to Use State Military Property Agreement for the Santa Ana Armory facility and approved contract with Volunteers of America of Los Angeles
January 24, 2023	Contract	FY 2022-23	Approved as contract with PATH – People Assisting the Homeless

The Program previously accommodated up to 400 individuals at the Fullerton and Santa Ana National Guard Armory locations. However, in response to the COVID-19 pandemic, the operations of the Program were modified during FY 2020-21 and FY 2021-22 to incorporate the appropriate public health services guidelines and changes in resources available.

For the FY 2022-23 cold weather season, the Program operated at the Fullerton Independence Park with a capacity of up to 90 beds to offer respite from cold and inclement weather to individuals experiencing homelessness in the North Service Planning Area.

On August 16, 2023, the Commission to End Homelessness provided direction to the County's Office of Care Coordination (OCC) to send a letter to all 34 cities asking each city to provide options for a Cold Weather Emergency Shelter Program in each city. On December 13, 2023, the Commission to End Homelessness directed the OCC to further explore, negotiate and potentially implement plans for a Cold Weather Emergency Shelter Program with the City of Anaheim (City), and continue to explore other options as well.

OCC has worked with the City on the development of the Memorandum of Understanding (MOU) for a Cold Weather Emergency Shelter Program. The MOU notes that the County will contribute funding to the City for the Program to provide access to emergency shelter beds and supportive services to individuals experiencing homelessness in the City from February 1, 2024, to April 15, 2024, in response to inclement and cold weather events. The City will contract with faith-based and/or community-based organizations for provision of up to a maximum of 50 emergency shelter beds and supportive services for individuals experiencing homelessness to be activated based on inclement and cold weather events, such as overnight temperature at or below 45 degrees as forecasted by the National Weather Services, freeze warnings, wind advisories, and wind chill. The Cold Weather Emergency Shelter Program will provide a safe place to sleep, a hot meal in the morning, access to restrooms, light case management and connections to supportive services. The MOU contains standard County language developed and approved by County Counsel.

The agreed upon activities outlined in the proposed MOU are in alignment with the Shelter Pillar's best practices, guiding principles and commitments as detailed in the Homeless Service System Pillar Report.

Given the cold and inclement weather, the Office of Care Coordination is bringing this MOU to the Board for approval less than 30 days before the MOU start date. The Office of Care Coordination worked expeditiously to finalize the MOU with the City to provide funding for a Cold Weather Emergency Shelter Program. The City will bring the MOU to their City Council for approval on January 23, 2024.

Approval of the MOU with the City will support the implementation of Cold Weather Emergency Shelter program for individuals experiencing homelessness in the City of Anaheim who need shelter during the inclement weather months. By approving the Recommended Actions, the County will be able to support in the operations of vital homeless service program for individuals experiencing homelessness and support the City's commitment and effort to address homelessness.

FINANCIAL IMPACT:

Appropriations for this MOU are included in Budget Control 017 FY 2023-24 Budget. This MOU is funded by the interest earnings from the Emergency Rental Assistance Program (ERAP) Grant and has no impact to the County General Fund.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Memorandum of Understanding with the City of Anaheim

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ANAHEIM AND
THE COUNTY OF ORANGE
FOR THE COLD WEATHER EMERGENCY SHELTER PROGRAM**

This Memorandum of Understanding ("MOU") is entered into as of January 23, 2024, by and between the City of Anaheim ("City"), a California charter city and municipal corporation, and the County of Orange ("County") by and through its County Executive Office, Office of Care Coordination. The City and County may be referred to individually as "Party" and collectively as "the Parties."

This MOU contains program content and purpose, along with specific guidelines, for the implementation and administration of the Cold Weather Emergency Shelter Program ("Program") to achieve sustainable outcomes for those experiencing homelessness in the City of Anaheim during the Cold Weather months in Orange County.

The relationship between the City and County, with regard to this MOU, is based upon the following:

1. The Parties are Government agencies which will enter into this MOU to advance the interests of the Parties by collaboratively working to meet both agencies' objectives to promote public health and safety.
2. The County shall contribute funding to City for the provision of the Cold Weather Emergency Shelter Program to provide access to overnight emergency shelter beds, only during Cold Weather and Inclement Weather events as defined herein, to individuals experiencing homelessness in the City from February 1, 2024, to April 15, 2024. The Program will also facilitate linkages to Supportive Services, but the County funding will not be used for Support Services.
3. The City will contract with community-based and/or faith-based organizations for provision of overnight emergency shelter beds, only during Cold Weather and Inclement Weather events as defined herein, for individuals experiencing homelessness, and the City will subsequently provide County with reports as requested by County.
4. This MOU contains the procedural guidelines authorized by both the City's City Manager and County's Director of Care Coordination for their respective employees to follow in providing the Cold Weather Emergency Shelter Program.

I. BACKGROUND

- A. On August 16, 2023, the Commission to End Homelessness provided direction to the County's Office of Care Coordination to send a letter to all 34 cities asking each city to provide options for a Cold Weather Emergency Shelter program in each city.
- B. On December 13, 2023, the Commission to End Homelessness directed the County's Office of Care Coordination to further explore, negotiate and potentially implement plans for a Cold Weather Emergency Shelter Program with the City, and continue to explore other options as well.
- C. The Cold Weather Emergency Shelter Program will operate from February 1, 2024, to April 15, 2024, which are traditionally the cold months and when most Inclement Weather occurs in Orange County.

- D. City will receive up to \$137,500 in funding under the Cold Weather Emergency Shelter Program from County to support community-based and/or faith-based organizations with start-up costs and the purchase of equipment and related materials for the provision of up to fifty (50) emergency shelter beds throughout the City. City will contribute in-kind services to support the services outlined in this MOU. The Parties agree to comply with the terms and conditions of the Program and grant terms provided in this MOU.

II. PURPOSE

The purpose of this MOU is to establish the procedure for the City and County to provide a Cold Weather Emergency Shelter Program for individuals experiencing homelessness in the City from February 1, 2024, to April 15, 2024, in response to Inclement and Cold Weather events.

III. TERM

The term of this MOU ("Term of MOU") shall be effective upon full execution by all Parties and remains in effect until one of the following conditions is met, whichever occurs first: 1) May 16, 2024, or 2) the date when the CITY exhausts all its allocated funds from the County. The Parties shall cooperate fully in the execution of any documents and the completion of any additional actions required to finalize this MOU and to fully implement its terms and intent. The Parties shall be obligated to perform such duties as would normally extend beyond this Term of MOU, including but not limited to, obligations with respect to reporting and confidentiality.

IV. DEFINITIONS

- A. Case Management is a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Participants and of available resources in order to achieve and maintain housing stability.
- B. Cold Weather is defined by overnight temperatures in the City at or below 45 degrees as forecasted by the National Weather Service. Colder-than-normal temperatures increase the risk of cold-related illnesses, especially for those who are more sensitive to extreme weather changes.
- C. Eligible Participants are defined as a person/household who is considered to be Homeless only when he/she/they lack(s) a fixed, regular and adequate nighttime residence and reside(s) in a place not meant for human habitation, such as cars, parks, sidewalks, abandoned buildings, motels, or other shelters, or for reference as further defined in 24 Code of Federal Regulations (CFR) Part 578.3 and 576.2; and experiencing homelessness within the City boundaries.
- D. Emergency Shelter provides short-term places for people who are experiencing homelessness to stay temporarily, meet basic needs, such as food, safety, and hygiene, and be able to access supportive services.
- E. Homeless:
 - 1. An individual or household who lacks a fixed, regular, and adequate nighttime residence.

2. An individual or household, with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or campground.
 3. An individual or household living in a supervised publicly or privately-operated shelter located in Orange County, designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.
 4. An individual who resided in a shelter or place not meant for human habitation, located in Orange County and who is exiting an institution where he or she temporarily resided.
 5. An individual or household who has no subsequent residence identified.
 6. An individual or household who lacks the resources or support networks needed to obtain other permanent housing.
 7. Unaccompanied youth and homeless Participants with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all of the following:
 - a. Have experienced a long-term period without living independently in permanent housing.
 - b. Have experienced persistent instability as measured by frequent moves over that long-term period.
 - c. Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.
- F. Inclement Weather is defined by unsafe or undesirable weather conditions, such as storms, high wind, wind chill, severe thunderstorms, etc.
- G. Supportive Services are community-based services that support individuals and families to develop self-sufficiency and independence while on their journey to permanent and sustainable housing.
- H. Participant is an individual or family enrolled and currently being served by Program funding.

V. POPULATION TO BE SERVED

The City's Cold Weather Emergency Shelter Program shall serve Eligible Participants defined by Section IV.

VI. CITY RESPONSIBILITIES

City shall ensure the Program meets the criteria set forth in this MOU:

1. City agrees to provide Cold Weather Emergency Shelter services for as many nights as possible depending upon Cold Weather and/or Inclement Weather during the operating period of February 1, 2024, to April 15, 2024.
2. City agrees to provide respite services in alignment with the Outreach and Supportive Services and Shelter Pillar's best practices, guiding principles and commitments as detailed in the Homeless Service System Pillar Report.
3. The Cold Weather Emergency Shelter Program will provide a safe place to sleep, a light meal in the morning, access to restrooms and light case management and connections to supportive services.
4. Except as otherwise agreed upon by the Parties, City shall control the management and operation plan for the Program. City may contract with community-based and/or faith-based organizations for operation of the Program. City shall include in their referral process County as an approved referral agency for Eligible Participants to access the Program.
5. City shall work in partnership with County to be a "Good Neighbor". In being a "Good Neighbor", City shall inform the public about the positive aspects of the Program, be responsive to community concerns, and work closely with city/local governmental agencies to minimize the impact of the Program on the surrounding neighborhood.

VII. COUNTY RESPONSIBILITIES

1. County shall make the First Payment of \$30,000 to City for Program start-up costs ten (10) days from the Effective Date of this MOU.
2. After the First Payment, City shall submit invoices for actual costs to County for payment that are dated no earlier than the dates set forth in the MOU. County shall have net 30 days from the date of an approved invoice or the date the County receives an approved invoice, whichever is later, to make payment. City shall provide supporting documentation to County that identifies the reasonable costs.

VIII. REPORTING REQUIREMENTS AND RECORD RETENTION

- A. Reports. City shall submit a final report at the end of the operating period of February 1, 2024, to April 15, 2024, within thirty-one calendar days, which is May 16, 2024. The report must include a summary of the Cold Weather Emergency Shelter Program impacts, including number of nights operational, total number of persons served and lessons learned.
- B. Record Retention. City shall retain all records pertaining to the services provided herein for a minimum period of five (5) years after the termination of this MOU. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

IX. BUDGET

County has agreed to disburse a not to exceed amount of \$150,000 to the City pursuant to this MOU. The Budget related to this MOU, attached hereto as Exhibit A and incorporated herein by reference, shall be used to fund start-up costs, services and supplies as needed for the implementation of the Program. The County shall fund \$30,000 in start-up costs per Section VII (1), and the cost for supplies and program expenses for the Cold Weather Emergency Shelter Program with a not to exceed total amount of \$137,500.

X. CONFIDENTIALITY

- A. The Parties shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable state and County codes and regulations, as they now exist or may hereafter be amended or changed.
- B. Prior to providing any services pursuant to this MOU, all members of each Party, including employees, consultants, subcontractors, volunteers and interns of the Parties shall agree, in writing, to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This MOU shall be effective irrespective of all subsequent resignations or terminations of each Party or their designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.
- C. As the Parties are public institutions, both agencies mutually understand and agree that documents are subject to the provisions of the California Public Records Act. In the event either Party receives a request to produce this MOU, or identify any term, condition, or aspect of this MOU, both entities agree to mutually notify one another no less than three (3) business days prior to releasing such information.

XI. NOTICES

- A. All notices, requests, claims, correspondence, reports, statements authorized or required by this MOU, and/or other communications, may be communicated through email systems and/or via U.S. Mail to the following addresses:

CITY: City of Anaheim
Housing and Community Development
Attn.: Sandy Lozeau
201 S. Anaheim Blvd., 10th Floor
Anaheim, CA 92805

COUNTY: County of Orange
Attn.: Director of Care Coordination
601 N. Ross St, 5th Floor
Santa Ana, CA 92701

- B. All notices shall be deemed effective when provided in writing, either through email or U.S. Mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

XII. COLLABORATION

The Parties must effectively administer the Program activities and contribute to County's efforts to become a high performing community, which requires shortened lengths of homelessness, increased connections to services, and moving those experiencing unsheltered homelessness into appropriate shelter locations for their needs. The Parties will work together to prevent fraud, waste, and abuse and to document the impact of the Program and services under this MOU for beneficiaries.

XIII. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. The Parties represent and warrant that the person executing this MOU on behalf of and for their respective agency is an authorized agent who has actual authority to bind the agency to each and every term, condition and obligation of this MOU and that all requirements of the agency have been fulfilled to provide such actual authority.

XIV. GENERAL PROVISIONS

- A. Addenda. In the event there is a need to update this MOU such as to comply with the terms of the Program, but deadlines do not permit such, upon mutual agreement, addenda executed by the Parties will be appended to this MOU.
- B. Integration. This MOU represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.
- C. Mutual Indemnity.
 - 1. COUNTY shall be responsible for all damages to persons or property that occur as a result of COUNTY's or its officers, agents, employees, and/or servants fault or negligence in connection with COUNTY's services or obligations under this MOU. Further, COUNTY shall indemnify and save harmless the CITY, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of COUNTY, its officers, agents, employees, and/or servants in connection with COUNTY's obligations and services provided hereunder.
 - 2. CITY shall indemnify and save harmless COUNTY, its officers, agents, employees and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CITY, its officers, agents, employees, and/or servants in connection with CITY's obligations under this MOU.

In Witness Whereof, the agencies hereto agree to the provisions as outlined in this MOU.

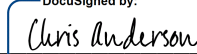
James Vanderpool
City of Anaheim, City Manager

Date

Doug Becht
County Executive Office, Office of Care Coordination

Date

Approved As To Form

DocuSigned by:


LEON J. PAGE, COUNTY COUNSEL
Chris Anderson, Deputy

1/13/2024

Date

EXHIBIT A			
City of Anaheim - Proposed Budget			
Cold and Inclement Weather Shelter Bed Network Activation			
Administration	Role / Purpose	Description	Grand Total
Service Provider	Coordinator	Program administration. Coordinate with service providers	\$30,000.00
Administration Subtotal:			\$30,000.00
Supplies and Program Expenses			
Category	Description		
Beds	Beds, cots, linens, essential items necessary implement shelter etc.		\$20,000.00
Cleaning Supplies	Disinfectants, detergents, trash bags, etc.		\$10,000.00
Laundry	Laundering linens, blankets, clothes		\$10,000.00
Client Supplies	Small hygiene kits, feminine hygiene, clothing, blankets		\$10,000.00
Food	Food, snacks, water		\$20,000.00
Facilities	Utilities (trash, electric, gas, water, and phone)		\$7,500.00
Other Misc.	Unexpected cost, damage mitigation, etc.		\$30,000.00
Expenses Subtotal:			\$107,500.00
Project Total:			\$137,500.00
Start-up Costs			\$30,000
Remaining			\$107,500.00



County Executive Office

Memorandum

January 17, 2024

To: Clerk of the Board of Supervisors

From: Frank Kim, County Executive Officer

Subject: Exception to Rule 21

Dir: Itally signed by Frank Kim
DN: cn=Frank Kim, o=County
of Orange, ou=CEO,
email=frank.kim@ocgov.com,
c=US
Date: 2024.01.17 13:25:19
+0800

RECEIVED
2024 JAN 19 PM 12:20
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

534D

The Probation Department is requesting a Supplemental Agenda Staff Report for the January 23, 2024, Board Hearing.

Agency: Probation Department

Subject: Approval of ViaPath Technologies invoices for service period of Jan. 1, through Nov. 30, 2023

Districts: All Districts

Reason Item is Supplemental: The Agenda Staff Report (ASR) is being requested to be submitted as a supplemental due to additional time needed to finalize details. The ASR and attachments were finalized after the filing deadline to the Clerk of the Board.

Justification: This item cannot be moved to another Board date as it would further delay payment for services rendered.

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: 01/23/24
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Probation
DEPARTMENT HEAD REVIEW: Daniel Hernandez
Department Head Signature
DEPARTMENT CONTACT PERSON(S): Daniel Hernandez
Jessica Johnson

RECEIVED
JAN 23 11 12 AM '24
CLERK OF THE BOARD
COUNTY OF ORANGE
11100 N. TUSTIN AVE.
SANTA ANA, CA 92705

SUBJECT: Approval of ViaPath Invoices for service period Jan. 1, through Nov. 30, 2023

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: 2024.01.17 13:25:00 -0800

CEO Signature

COUNTY COUNSEL REVIEW

No Legal Object
Action

Annie Loo

County Counsel Signature

CLERK OF THE BOARD

Discussion

3 Votes Board Majority

Budgeted: Yes

Current Year Cost: \$88,252

Annual Cost: N/A

Staffing Impact: No

of Positions: N/A

Sole Source: No

Current Fiscal Year Revenue: No

Funding Source: GF: 100%

County Audit in last 3 years No

Levine Act Review Completed: Yes

Prior Board Action: N/A

RECOMMENDED ACTION(S)

Authorize the Probation Department to remit payment to Global Tel*Link Corporation dba ViaPath Technologies for the provision of Voice Communication Services at Youth Facilities, for service period of January 1, 2023, through November 30, 2023, in the amount of \$88,252.

SUMMARY:

Authorizing the Probation Department to remit payment to Global Tel*Link Corporation dba ViaPath Technologies will pay for Voice Communication Services rendered at Youth Facilities.

BACKGROUND INFORMATION:

The Probation Department (Probation) provides housing of youth offenders at its juvenile facilities. Youth offenders are legally entitled by Title 15, Section 1376 to receive communication services.

The Sheriff-Coroner Department (Sheriff) through its Inmate Services Division has historically contracted out for these services which included Probation facilities. On May 24, 2022, Sheriff obtained Board approval of a new revenue-generating contract with ViaPath for the provision of Inmate Communication Services which included Probation facilities for a three-year term, effective May 24, 2022, through and including May 23, 2025, renewable for seven additional one-year terms.

Welfare and Institution Code 208.1 became effective January 1, 2023, and requires wards receiving calls and the persons making calls to the wards be free of charge and prohibits counties from receiving revenue from the provision of communications services. As a result of the new legislation, Probation began negotiations with ViaPath in January to create a cost contract to pay for phone services as the current revenue contract scope did not allow for payment of services. ViaPath did not agree to the initial terms proposed, so Probation continued to negotiate with ViaPath while exploring an internal solution to provide phone services. Once an internal solution was developed and confirmed to be in compliance with Title 15, Section 1376, Probation notified ViaPath and requested phone services be terminated. Probation continued to use ViaPath services through November 30, 2023, to ensure communication services were provided to youth in its custody; however, the services were provided free of charge to the wards and call recipients as required by the new legislation.

As a result of no longer being able to recover its costs through the Sheriff's revenue-generating contract, Probation is seeking Board approval to remit payment to ViaPath for services rendered from January 1, 2023, through November 30, 2023, in an amount of \$88,252, which represents the full amount due to ViaPath for these services.

Probation is currently using an internal interim solution for the provision of communication services but is developing a Request for Proposals (RFP) to be released by the end of the fiscal year which will include enhanced features such as tablets and enhanced security features.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Budget Control 057, Probation FY 2023-24 Budget.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - Invoices 1-11

Attachment B - Title 15, Section 1376

Attachment C - Welfare Institutions Code 208.1

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030876
Customer Reference	January 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,500.00	6,500.00
Juvenile Hall Tax Charges	1.00	1,077.23	1,077.23
Youth Guidance Call Charges	1.00	1,000.00	1,000.00
Youth Guidance Tax Charges	1.00	166.47	166.47
Total charges	0.00	Sales tax	Total
		0.00	8,743.70

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

**Include Invoice Number on all payments
AccountsReivable@ViaPath.com

ViaPath
 900 Western America Cir
 Mobile, AL 36609
 USA



Invoice

Number	FINV000030879
Customer Reference	February 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
 Department
 PO Box 10260
 Santa Ana, CA 92711
 USA

<u>Description</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Amount</u>
Juvenile Hall Call Charges	1.00	6,601.00	6,601.00
Juvenile Hall Tax Charges	1.00	1,078.16	1,078.16
Youth Guidance Call Charges	1.00	899.00	899.00
Youth Guidance Tax Charges	1.00	136.87	136.87
Total charges	0.00	Sales tax	Total
		0.00	8,715.03

Please make checks payable to Global Tel*Link
 dba ViaPath Technologies:
 900 Western America Circle, Ste. 300, Mobile, AL
 36609 or pay via ACH:
 ABA #121000248
 Account # 4121063978

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 AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030880
Customer Reference	March 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

<u>Description</u>	<u>Quantity</u>	<u>Unit price</u>	<u>Amount</u>
Juvenile Hall Call Charges	1.00	7,433.00	7,433.00
Juvenile Hall Tax Charges	1.00	1,219.17	1,219.17
Youth Guidance Call Charges	1.00	67.00	67.00
Youth Guidance Tax Charges	1.00	10.59	10.59
Total charges	0.00	Sales tax	Total
		0.00	8,729.76

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030881
Customer Reference	April 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	7,468.00	7,468.00
Juvenile Hall Tax Charges	1.00	161.95	161.95
Youth Guidance Call Charges	1.00	32.00	32.00
Youth Guidance Tax Charges	1.00	8.92	8.92
Total charges	0.00	Sales tax	Total
		0.00	7,670.87

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030882
Customer Reference	May 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,587.00	6,587.00
Juvenile Hall Tax Charges	1.00	138.92	138.92
Youth Guidance Call Charges	1.00	913.00	913.00
Youth Guidance Tax Charges	1.00	63.67	63.67
Total charges	0.00	Sales tax	Total
		0.00	7,702.59

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

**Include Invoice Number on all payments
AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030883
Customer Reference	June 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,692.00	6,692.00
Juvenile Hall Tax Charges	1.00	150.39	150.39
Youth Guidance Call Charges	1.00	808.00	808.00
Youth Guidance Tax Charges	1.00	56.48	56.48
Total charges	0.00	Sales tax	Total
		0.00	7,706.87

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

**Include Invoice Number on all payments
AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030884
Customer Reference	July 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,683.00	6,683.00
Juvenile Hall Tax Charges	1.00	242.34	242.34
Youth Guidance Call Charges	1.00	817.00	817.00
Youth Guidance Tax Charges	1.00	70.61	70.61
Total charges	0.00	Sales tax	Total
		0.00	7,812.95

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030885
Customer Reference	August 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,682.00	6,682.00
Juvenile Hall Tax Charges	1.00	235.20	235.20
Youth Guidance Call Charges	1.00	818.00	818.00
Youth Guidance Tax Charges	1.00	80.07	80.07
Total charges	0.00	Sales tax	Total
		0.00	7,815.27

Please make checks payable to Global Tel*Link
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36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030886
Customer Reference	September 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,908.00	6,908.00
Juvenile Hall Tax Charges	1.00	242.58	242.58
Youth Guidance Call Charges	1.00	592.00	592.00
Youth Guidance Tax Charges	1.00	62.67	62.67
Total charges	0.00	Sales tax	Total
		0.00	7,805.25

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030877
Customer Reference	October 2023 Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,846.00	6,846.00
Juvenile Hall Tax Charges	1.00	220.86	220.86
Youth Guidance Call Charges	1.00	654.00	654.00
Youth Guidance Tax Charges	1.00	67.66	67.66
Total charges	0.00	Sales tax	Total
		0.00	7,788.52

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
900 Western America Circle, Ste. 300, Mobile, AL
36609 or pay via ACH:
ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com

ViaPath
900 Western America Cir
Mobile, AL 36609
USA



Invoice

Number	FINV000030878
Customer Reference	November 2023
	Facility Paid Calling
Date	12/8/2023
Page	1 of 1
Payment	Net 30 days
Customer Number	C003275

County Of Orange Probation
Department
PO Box 10260
Santa Ana, CA 92711
USA

Description	Quantity	Unit price	Amount
Juvenile Hall Call Charges	1.00	6,908.00	6,908.00
Juvenile Hall Tax Charges	1.00	204.78	204.78
Youth Guidance Call Charges	1.00	592.00	592.00
Youth Guidance Tax Charges	1.00	56.36	56.36
Total charges	0.00	Sales tax	Total
		0.00	7,761.14

Please make checks payable to Global Tel*Link
dba ViaPath Technologies:
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ABA #121000248
Account # 4121063978

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AccountsReivable@ViaPath.com



Title 15 Minimum Standards For Juvenile Facilities

**Title 15 Crime Prevention and Corrections
Division 1, Chapter 1, Subchapter 5**

Effective January 1, 2019



Juvenile Title 15 Minimum Standards

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

§ 1376. Telephone Access.

The administrator of each juvenile facility shall develop and implement written policies and procedures to provide youth with access to telephone communications.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code; and Assembly Bill 1397, Chapter 12, Statutes of 1996. Reference: 1995-96 Budget Act, Chapter 303, Item Number 5430-001-001, Statutes of 1995; Assembly Bill 904, Chapter 304, Statutes of 1995; and Assembly Bill 1397, Chapter 12, Statutes of 1996.

§ 1377. Access to Legal Services.

The facility administrator shall develop written procedures to ensure the right of youth to have access to the courts and legal services. Such access shall include:

- (a) access, upon request by the youth, to licensed attorneys and their authorized representatives;
- (b) provision for confidential consultation with attorneys; and,
- (c) unlimited postage free, legal correspondence and cost-free telephone access as appropriate.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code; and Assembly Bill 1397, Chapter 12, Statutes of 1996. Reference: 1995-96 Budget Act, Chapter 303, Item Number 5430-001-001, Statutes of 1995; Assembly Bill 904, Chapter 304, Statutes of 1995; and Assembly Bill 1397, Chapter 12, Statutes of 1996.

Article 7. Discipline

§ 1390. Discipline.

The facility administrator shall develop and implement written policies and procedures for the discipline of youth that shall promote acceptable behavior; including the use of positive behavior interventions and supports. Discipline shall be imposed at the least restrictive level which promotes the desired behavior and shall not include corporal punishment, group punishment, physical or psychological degradation. Deprivation of the following is not permitted:

- (a) bed and bedding;
- (b) daily shower, access to drinking fountain, toilet and personal hygiene items, and clean clothing;
- (c) full nutrition;
- (d) contact with parent or attorney;
- (e) exercise;
- (f) medical services and counseling;
- (g) religious services;
- (h) clean and sanitary living conditions;
- (i) the right to send and receive mail;
- (j) education; and,
- (k) rehabilitative programming.

The facility administrator shall establish rules of conduct and disciplinary penalties to guide the conduct of youth. Such rules and penalties shall include both major violations and minor violations, be stated simply and affirmatively, and be made available to all youth. Provision shall be made to provide accessible information to youth with disabilities, limited English proficiency, or limited literacy.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

State of California

WELFARE AND INSTITUTIONS CODE

Section 208.1

208.1. (a) A county or city youth residential placement or detention center shall provide persons in their custody with accessible, functional voice communication services free of charge to the person initiating and the person receiving the communication.

(b) A county or city agency shall not receive revenue from the provision of voice communication services or any other communication services to any person confined in a county or city youth residential placement or detention center.

(Added by Stats. 2022, Ch. 827, Sec. 4. (SB 1008) Effective January 1, 2023.)



534E
MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Doug Chaffee, Supervisor, 4th District

Date: 1/19/2024

**RE: Add Supplemental Item to January 23, 2024, Board Meeting Agenda – Rescind
Item 1 on January 9, 2024, Agenda and Appoint Carrie Buck to the Housing and
Community Development Commission**

Vice Chairman Chaffee requests to rescind action item 1 on January 9, 2024, acting as the Orange County Housing Authority appointing Carrie Buck to complete the Housing and Community Development Commission to complete the term concurrent with the supervisor's term of office.

Vice Chairman Chaffee requests a supplemental item be placed on the January 23, 2024 Board of Supervisors agenda acting as the Orange County Housing Authority to appoint Carrie Buck to the Housing and Community Development Commission to complete the term 7/1/23 - 6/30/25. The seat was vacated by John Koos.

cc: Al Jabbar, Chief of Staff, BOS-4
Valerie Sanchez, Chief Deputy Clerk, COB

2024 JAN 19 PM 11:37
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

RECEIVED



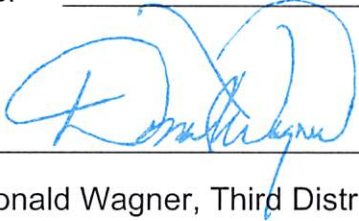
Written Concurrence for Out-of-District Appointment to
Board, Commission, or Committee

Supervisor Proposing Appointment: Doug Chaffee, Fourth District ☐ Date: 12/26/23

Board, Commission, or Committee: Housing and Community Development Commission

Proposed Appointee's Name: Carrie Buck

Proposed Appointee's City of Residence: Yorba Linda

Concurring Supervisor's Signature: 

Concurring Supervisor: Donald Wagner, Third District ☐



APPLICATION FOR COUNTY OF ORANGE
BOARD, COMMISSION OR COMMITTEE

(FOR COUNTY USE ONLY)

Return to: Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, California 92701
Email: response@ocgov.com
Website: <https://cob.ocgov.com/>

Instructions: Please complete each section below. Be sure to enter the title of the Board, Commission or Committee for which you desire consideration and attach a resume. For information or assistance, please contact the Clerk of the Board of Supervisor's Office at (714) 834-2206. Please print in ink or type.

NAME OF BOARD, COMMISSION, OR COMMITTEE TO WHICH YOU ARE APPLYING FOR MEMBERSHIP. SEE LIST AT <https://cob.ocgov.com/boards-commissions-committees/bcc-name-list-and-contact-information>

Housing and Community Development Commission

SUPERVISORIAL DISTRICT IN WHICH YOU RESIDE: ☐ First ☐ Second ☒ Third ☐ Fourth ☐ Fifth

APPLICANT NAME AND RESIDENCE ADDRESS:

Carrie

Suzanne

Buck

First Name

Middle Name

Last Name

Yorba Linda CA

Street Address

City

State

Zip Code

Home Phone Number Cell Phone Number

Email Address

CURRENT EMPLOYER:

OCCUPATION/JOB TITLE:

BUSINESS ADDRESS:

BUSINESS PHONE NUMBER:

☒ **EMPLOYMENT HISTORY:** Please attach a resume to this application and provide any information that would be helpful in evaluating your application. **A RESUME MUST BE ATTACHED TO YOUR APPLICATION.**

ARE YOU A CITIZEN OF THE UNITED STATES: ☒ YES ☐ NO

IF NO, NAME OF COUNTRY OF CITIZENSHIP:

ARE YOU A REGISTERED VOTER? ☒ YES ☐ NO

IF YES, NAME COUNTY YOU ARE REGISTERED IN: Orange

LIST ALL CURRENT PROFESSIONAL OR COMMUNITY ORGANIZATIONS AND SOCIETIES OF WHICH YOU ARE A MEMBER.

ORGANIZATION/SOCIETY	FROM (MO./YR.)	TO (MO./YR.)
OC School Boards Association	2010	current
Yorba Linda Woman's Club	2012	current
Placentia Round Table Women's Club	2021	current

WITHIN THE LAST FIVE YEARS, HAVE YOU BEEN AFFILIATED WITH ANY BUSINESS OR NONPROFIT AGENCY(IES)? ☒ YES ☐ NO

DO YOU OWN REAL OR PERSONAL PROPERTY OR HAVE FINANCIAL HOLDING WHICH MIGHT PRESENT A POTENTIAL CONFLICT OF INTEREST? ☐ YES ☒ NO

HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR CRIME SINCE YOUR 18TH BIRTHDAY? YOU ARE NOT REQUIRED TO DISCLOSE ANY OF THE FOLLOWING: ARRESTS OR DETENTIONS THAT DID NOT RESULT IN A CONVICTION; CONVICTIONS THAT HAVE BEEN JUDICIALLY DISMISSED, EXPUNGED OR ORDERED SEALED; INFORMATION CONCERNING REFERRAL TO AND PARTICIPATION IN ANY PRETRIAL OR POSTTRIAL DIVERSION PROGRAM; AND CERTAIN DRUG RELATED CONVICTIONS THAT ARE OLDER THAN TWO YEARS, AS LISTED IN CALIFORNIA LABOR CODE § 432.8 (INCLUDING VIOLATIONS OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 11357(B) AND (C), 11360(C) 11364, 11365 AND 11550 – AS THEY RELATE TO MARIJUANA)?

☐ YES ☒ NO


IF YES, PLEASE EXPLAIN AND ATTACH ADDITIONAL SHEETS, IF NECESSARY.

PLEASE BRIEFLY EXPLAIN WHY YOU WISH TO SERVE ON THIS BOARD, COMMITTEE, OR COMMISSION. ATTACH ADDITIONAL SHEETS, IF NECESSARY.

See attached.

DATE: 12/15/23

APPLICANTS SIGNATURE:



CLERK OF THE BOARD OF SUPERVISORS USE ONLY – DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received by: _____

Deputy Clerk of the Board of Supervisors

Date referred: _____

To: ☐ BOS District 1 ☐ BOS District 2 ☐ BOS District 3 ☐ BOS District 4 ☐ BOS District 5

☐ All BOS ☐ BCC Contact Person Name _____

Subject: Application for Appointment to the Housing and
Community Development Commission

My name is Carrie Buck, and I am writing to express my sincere interest in serving on the Housing and Community Development Commission for Orange County. I have been an active member of our community for 25 years and am deeply committed to contributing my skills and passion to support the growth and well-being of our county.

I am particularly drawn to the work of the Housing and Community Development Commission due to its crucial role in addressing the housing needs and fostering community development within Orange County. Over the years, I have witnessed both the positive aspects of our community and the challenges it faces, especially in the realm of housing affordability, accessibility, and sustainable development.

My professional background as the Executive Director of the Family Solutions Collaborative, I lead 27 organizations throughout Orange County that assist people experiencing homelessness. I have 9 years of experience as a shelter operator in Placentia and 14 years serving my community as a School Board Trustee. My experience has equipped me with skills such as policy development and governance; project development and management; community engagement and collaboration; advocacy and leadership; and ethical and fiduciary decision-making, which I believe will be valuable assets in fulfilling the responsibilities of a commission member. Moreover, my dedication to community service is evident through my involvement as a trustee and through volunteer work as the Placentia

Collaborative director, the Yorba Linda Woman's Club, and the Placentia Round Table Women's Club.

I am particularly interested in contributing to initiatives that promote affordable housing, sustainable urban development, and community revitalization. Through my experiences, I have gained insights into effective strategies for addressing housing challenges, collaborating with diverse stakeholders, and implementing policies that enhance the overall quality of life for residents.

I am confident that my skills, experience, and passion align with the goals of the Housing and Community Development Commission. If appointed, I am eager to collaborate with fellow commissioners, community leaders, and residents to develop and implement strategies that will positively impact the housing landscape in Orange County. I look forward to the possibility of serving our community in this capacity.

Carrie Buck

LEADERSHIP AND MANAGEMENT QUALIFICATIONS:

- Professional leader with extensive business, community service and Board of Directors experience.
- Collaborative and professional experience with various Boards of Directors in planning and achieving organization goals.
- Seasoned manager of manpower and financial budgets – reducing expenses and increasing service levels.
- Seasoned executive in administrative, facilities, and financial aspects of non-profit and for-profit business operations.
- Skilled in all aspects of community development including fundraising, grants and charitable activities designed to increase contributions and community visibility.

EXPERIENCE:

Executive Director

Family Solutions Collaborative

Santa Ana, CA

May 2023 – Present

- Works with other providers to improve access and shelter outcomes for families.
- Oversees all aspects of program planning, administrative and operational activities.
- Manages all finance, budget, grants, donation, and fundraising activities.
- Directly manages development of policy and procedures, job descriptions, performance evaluations program goals.
- Works with the Executive Committee and partner agencies in developing program and fundraising goals.
- Participates in community, service and philanthropic organizations in order to enhance public awareness.

Executive Director

Homeless Intervention Services of Orange County Placentia, CA

March 2014 – June 2023

- Moved the organization to an independent 501c3 after 31 years operating under a fiscal sponsor.
- Expanded programs for individuals, families, transitional aged youth, experiencing homelessness.
- Created and launched HomeShare OC matching seniors living alone and college students that are at-risk or experiencing homelessness.
- Increased the income from \$375K to \$1.3 Million annually.
- Increased and diversified funding streams through individual donors, events, foundation, and government grants.
- Developed funding mechanisms for strategic program goals through grants writing and fund-raising.
- Established a savings and investment plan that is valued over 50% of current annual expenses.
- Increased staff from 5 FTE to 15 FTE and established new program and development departments.
- Lead the board through multiple strategic plans and developed goals that were achieved ahead of schedule.
- Utilized programs and platforms to increase donor acquisition, management, and retention.
- Placentia Collaborative Director, 2010-Current

Governing Board Member

Placentia-Yorba Linda Unified School District

Yorba Linda, CA

Elected 2010 – Present

- Elected to four terms as a trustee and elected President three times.
- Contributes to development of comprehensive strategic plan (LCAP) for the district.
- Reinforces Board commitment to safety, nutrition and student wellness programs.
- Champions support for relevant educational opportunities for all students.
- Increased options and access to technical education programs and career link academies.

Owner/Entrepreneur

My Flippin Party

Placentia, CA

2010 - 2020

- Developed and launched event services company in that transforms a short live video into a Flipbook in seconds.
- Extended brand to include full-service photography, photobooth green screen, red carpet and 3-D photos.
- Successfully promoted My Flippin' Party brand on social media, including Facebook, Instagram and Google Circles.
- Established long-term commercial relationships for repeat corporate events and referrals.
- Provided event services for over 1000 culturally diverse events throughout Southern California.

EDUCATION:

**California State University
Fullerton College**

Fullerton, CA
Fullerton, CA

BA - Human Services
AA - Human Services

Carrie Buck

ELECTED AND APPOINTED POSITIONS

- **Governing Board Member**, North Orange County Regional Occupational Program
- **School Board Representative**, California Child Nutrition Advisory Council, Appointed Term 2021-2024
- **Board of Directors**, Orange County School Boards Association Board of Directors, 2012-Current
- **Orange County Delegate**, California School Boards Association Delegate Assembly, 2014-Current

MEMBERSHIP AND ADVISORY BOARDS

- Member, Yorba Linda and Placentia Chambers of Commerce
- Yorba Linda Woman's Club
- Placentia Round Table Woman's Club
- Providence St. Jude Community Advisory Council, 2018-2022
- Placentia Homeless Task Force, 2018-2020
- Placentia Navigation Center Advisory Board, 2020-2023
- Giving Children Hope Past Board Member, 2018-2020

AWARDS

- 2021 Marian Bergeson Award - Orange County School Boards Association
- 2020 Woman of Distinction Award – California 39th Senate District
- 2019 Placentia Citizen of the Year Nominee
- 2017 Something More Woman of the Year Nominee



MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Chairman Donald P. Wagner, Third District

In Accord for DW

Date: January 19, 2023

RE: Supplemental Item: 2024 Chairman's Appointments

534F

Please place a supplemental item on the January 23, 2024 Board of Supervisors meeting agenda for these 2024 Chairman's appointments to committees.

2023 JAN 19 PM 2:02
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

RECEIVED



SUPPLEMENTAL AGENDA ITEM AGENDA STAFF REPORT

MEETING DATE: 01/23/24

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: Clerk of the Board

DEPARTMENT HEAD REVIEW: Robin Stieler
Department Head Signature

DEPARTMENT CONTACT PERSON(S): Robin Stieler (714) 834-2206
Valerie Sanchez (714) 834-2206

RECEIVED
JAN 23 11:20 AM
CLERK OF THE BOARD
COUNTY OF ORANGE
BOARD OF SUPERVISORS

SUBJECT: 2024 Chairman's Appointments

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
N/A	N/A	Discussion
	Action	
_____ CEO Signature	_____ County Counsel Signature	3 Votes Board Majority

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

Staffing Impact: N/A **# of Positions:** N/A **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A **County Audit in last 3 years:** N/A

Levine Act Review Completed: N/A

Prior Board Action: N/A

RECOMMENDED ACTION(S)

1. Approve 2024 Chairman's appointments of Board members to various boards, commissions and committees.
2. Adopt FPPC Form 806 – Agency Report of Public Official Appointments and authorize Clerk of the Board to post on the County's website and to update as required by law.

SUMMARY:

Approval of the 2024 Chairman's appointments of Board members to various boards, commissions and committees including adoption of FPPC Form 806 – Agency Report of Public Official Appointments will ensure continued Board of Supervisors representation on various decision making bodies and fulfill Fair Political Practices Commission regulations.

BACKGROUND INFORMATION:

Each year the Chair of the Board of Supervisors submits proposed appointments of Supervisors and other public officials to the full board for approval to appoint representatives to various decision making bodies. The Fair Political Practices Commission (FPPC) Regulation 18702.5 requires the Board to adopt California Form 806 – Agency Report of Public Official appointments and to post on the County’s website and to update it as needed.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – 2024 Proposed Chairman’s Appointments

Attachment B – FPPC Form 806

Attachment C – FPPC Regulation 18702.5

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2024 CHAIR APPOINTMENTS

ATTACHMENT A

(Term of appointments are 1/1/24 - 12/31/24 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS	2024 PROPOSED APPOINTMENTS
California State Association of Counties (CSAC) (Quarterly meetings; day/time varies)	Regular Member Alternate Member	Chaffee Sarmiento	Chaffee Sarmiento
CalOptima (Monthly; first Thursday at 2:00 P.M.)	Regular Member Regular Member Alternate Member	Sarmiento Chaffee Wagner	Sarmiento Chaffee Wagner
First 5 Orange County, Children & Families Commission (Bi-monthly as needed; first Wednesday at 9:00 A.M.)	Regular Member Alternate Member Nominations for Category 1 (Education) appointments* Nominations for Category 2 (Health) appointments* *The chair appoints 2 Supervisors to these slots as defined by Ord. Sec. 1-2-335 after the Regular Member is determined. These two appointments are not members of the commission, their sole duty is to make nominations to the BOS in April of each year for upcoming commission vacant slots	Chaffee Foley *TBD *TBD	Chaffee Foley *TBD *TBD
Coastal Greenbelt Authority (Bi-monthly; second Wednesday at 3:00 P.M.)	Regular Member (May be a BOS Member or other County official)	Foley	Foley
Commission to End Homelessness (Bi-monthly; third Wednesday at 1:00 P.M.)	Regular Member (1/25/22 - 1/24/24) Regular Member (1/26/23 - 1/25/25)* *Provided for information only, this multi-year appointment expires 2025	Wagner Sarmiento	Wagner Sarmiento
Emergency Management Council (Quarterly; Second Wednesday/1:30 P.M.)	Regular Member Alternate Member #1 Alternate Member #2 Alternate Member #3 Alternate Member #4	Chaffee Do Foley Sarmiento Wagner	Chaffee Do Foley Sarmiento Wagner
Law Library Board of Trustees (Monthly; third Tuesday at 12:15 P.M.)	Regular Member #1 (May be BOS member or OC resident) Regular Member #2 (Must be a member of California State Bar)	Sherry L. Leyson Foley	Sherry L. Leyson Sarmiento

2024 CHAIR APPOINTMENTS

ATTACHMENT A

(Term of appointments are 1/1/24 - 12/31/24 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS	2024 PROPOSED APPOINTMENTS
Local Agency Formation Commission (LAFCO) (Monthly; second Wednesday at 8:15 A.M.)	Regular Member - (7/1/22 - 6/30/26)* Regular Member (1/24/23 - 6/30/27)* Alternate Member (7/1/23 - 6/30/27)* *Provided for information only, these multi-year appointments expire in 2026 or 2027	Wagner Do Foley	Wagner Vacant Vacant
National Association of Counties (NACO) (Biennially; March and July)	Regular Member Alternate Member	Chaffee Do	Chaffee Do
Newport Bay Watershed Executive Committee (Central (Newport Bay) Watershed Management Area) (Biennially; March and September)	Regular Member Alternate Member	Foley Wagner	Foley Wagner
OC Operational Area Executive Board (Quarterly; Second Wednesday/1:30 P.M.)	Regular Member Alternate Member	Chaffee Sarmiento	Chaffee Sarmiento
OC Public Libraries Advisory Board (Three times per year)	Regular Member Regular Member (Members represent library branches located in unincorporated areas)	Foley Sarmiento	Wagner Chaffee
One Water, One Watershed (As needed)	Regular Member (Completing current term 3/2/21 - 3/1/25)* *Provided for information only, this multi-year appointment expires 2025	Sarmiento	Sarmiento
Orange County Audit Oversight Committee (Quarterly Meetings; day/time varies)	Regular Member (BOS Chair) Regular Member (BOS Vice Chair)	Wagner Do	Wagner Chaffee

2024 CHAIR APPOINTMENTS

ATTACHMENT A

(Term of appointments are 1/1/24 - 12/31/24 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS	2024 PROPOSED APPOINTMENTS
Orange County Community Corrections Partnership (OCCCP) (Quarterly; fourth Thursday at 2:00 P.M.)	Regular Member (Same as BOS Regular Member on OCCJCC) Alternate Member (Same as BOS Alternate Member on OCCJCC)	Do Chaffee	Do Chaffee
Orange County Criminal Justice Coordinating Council (OCCJCC) (Monthly; third Friday at 9:00 A.M.)	Regular Member (Same as BOS Regular Member on OCCCP) Alternate Member (Same as BOS Alternate Member on OCCCP)	Do Chaffee	Do Chaffee
Orange County Fire Authority (OCFA) (Monthly; fourth Thursday at 6:00 P.M.)	Regular Member Regular Member (Note: If these appointments change, a resolution for OCFA will be included with the ASR)	Wagner Foley	Wagner Foley
Orange County Housing Finance Trust (OCHFT) (Bi-Monthly; Third Wednesday at 10:00 A.M.)	Regular Member (1/25/22 - 1/24/24) Regular Member (1/25/23 - 1/24/25)* Countywide Elected Official (1/25/22 - 1/24/24) Countywide Elected Official (1/25/22 - 1/24/24) *Provided for information only, this multi-year appointment expires in 2025	Sarmiento Foley Vacant Shari Freidenrich	Sarmiento Foley Vacant Shari Freidenrich
Orange County Juvenile Justice Coordinating Council (OCJJCC) (Quarterly; fourth Thursday at 3:30 P.M.)	Regular Member Alternate Member	Foley Wagner	Foley Wagner
Orange County Local Remote Access Network (RAN) (As needed)	Regular Member Alternate Member (May be a BOS Member or staff representative)	Sarmiento Wagner	Sarmiento Wagner
Orange County Behavioral Health Advisory Board (formerly Orange County Mental Health Board) (Monthly; Second Weds. 10:00 A.M.; Fourth Weds. at 10:00 A.M.)	Regular Member	Sarmiento	Sarmiento

2024 CHAIR APPOINTMENTS**(Term of appointments are 1/1/24 - 12/31/24 unless otherwise noted)**

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS	2024 PROPOSED APPOINTMENTS
Orange County Mosquito and Vector Control District (Monthly; third Thursday at 3:00 P.M.)	Regular Member (1/3/23 - 1/2/25)* (May be BOS member or Designee) *Terms end first Monday in January, Provided for information only, this multi-year appointment expires in 2025	CEO Designee Elizabeth Guillen-Merchant	CEO Designee Elizabeth Guillen-Merchant
Orange County Parks Foundation Annual; third Friday in July at 10:00 A.M.)	County Director (May be a BOS Member or other)	Chaffee	Chaffee
Orange County Sanitation District (Monthly; fourth Wednesday at 6:00 P.M.)	Regular Member Alternate Member	Chaffee Wagner	Chaffee Wagner
Orange County Transportation Authority (OCTA) (Bi-monthly; second and fourth Monday at 9:00 A.M.)	Regular Member (1st District BOS Member) Regular Member (2nd District BOS Member) Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)	Do Sarmiento Wagner Chaffee Foley	Do Sarmiento Wagner Chaffee Foley
Santa Ana River Flood Control Protection Agency (Seven per year; days vary; 4:00 P.M.)	BOS Representative OC Flood Control District Representative Alternate BOS Representative (May be BOS or staff designee) Alternate OCFCD Representative (May be BOS or staff designee)	Sarmiento Wagner Foley James Tyler	Sarmiento Wagner Foley James Tyler
South Coast Air Quality Management District (AQMD) (Monthly; first Friday at 9:00 A.M.)	Regular Member	Do	Do
South Orange County Watershed Management Area Executive Committee (Three times per year)	Regular Member Alternate Member	Foley Wagner	Foley Wagner

2024 CHAIR APPOINTMENTS

ATTACHMENT A

(Term of appointments are 1/1/24 - 12/31/24 unless otherwise noted)

COMMITTEE NAME	POSITION/COMMENTS	2023 APPROVED APPOINTMENTS	2024 PROPOSED APPOINTMENTS
<p>Southern California Association of Governments (SCAG) - General Assembly and Regional Council</p> <p>General Assembly meets annually in May Regional Council meets monthly (first Thursday at 12:15 P.M.)</p>	<p>General Assembly and Regional Councilmember Alternate Representative (to General Assembly only)</p> <p>Note: The alternate is for the General Assembly only; per SCAG bylaws the Regional Council does not allow alternates or votes by proxy. Term on the General Assembly is indefinite provided member and alternate remain elected officials of the appointing body. Term on the Regional Council is for two years, however there is no term limit in the bylaws, so the official representative may be reappointed provided they remain an elected official of the appointing body. Historically, Orange County has treated this as an annual appointment by the Chairman of the BOS and as such appointments may change on an annual basis</p>	<p>Wagner Foley</p>	<p>Wagner Foley</p>
<p>Southern California Home Financing Authority (SCHFA) (4-5 times per year)</p>	<p>Regular Member (BOS Chair) CEO or Designee Member</p>	<p>Wagner Frank Kim</p>	<p>Wagner Frank Kim</p>
<p>Transportation Corridor Agency - Foothill/Eastern (Monthly; second Thursday at 9:30 A.M.)</p>	<p>Regular Member (3rd District BOS Member) Regular Member (4th District BOS Member) Regular Member (5th District BOS Member)</p>	<p>Wagner Chaffee Foley</p>	<p>Wagner Chaffee Foley</p>
<p>Transportation Corridor Agency - San Joaquin Hills (Monthly; second Thursday at 9:30 A.M.)</p>	<p>Regular Member (3rd District BOS Member) Regular Member (5th District BOS Member)</p>	<p>Wagner Foley</p>	<p>Wagner Foley</p>
<p>Urban Counties Caucus (Monthly; first Wednesday at 4:00 P.M.)</p>	<p>Regular Member Alternate Member</p>	<p>Chaffee Sarmiento</p>	<p>Chaffee Sarmiento</p>

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name County of Orange			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable) Board of Supervisors			
Designated Agency Contact (Name, Title) Robin Stieler, Clerk of the Board			
Area Code/Phone Number (714) 834-2206	E-mail Robin.Stieler@ocgov.com	Page <u>1</u> of <u>4</u>	Date Posted: 1/23/2024 <small>(Month, Day, Year)</small>

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
First 5 Orange County (Children & Families Commission)	▶ Name <u>Chaffee, Doug</u> <small>(Last, First)</small> Alternate, if any <u>Foley, Katrina</u> <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Local Agency Formation Commission (LAFCO)	▶ Name <u>Wagner, Donald</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>4 Years</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Local Agency Formation Commission (LAFCO)	▶ Name <u>Vacant</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ _____ / _____ / _____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Behavioral Health Advisory Board	▶ Name <u>Sarmiento, Vicente</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>20.00</u> ▶ Estimated Annual: <input checked="" type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

_____	<u>Robin Stieler</u>	<u>Clerk of the Board</u>	<u>1/23/2024</u>
<small>Signature of Agency Head or Designee</small>	<small>Print Name</small>	<small>Title</small>	<small>(Month, Day, Year)</small>

Comment: _____

Print

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FPPC Form 806 (1/18)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

**Agency Report of:
Public Official Appointments
Continuation Sheet**

California Form 806
A Public Document

Page 2 of 4

1. Agency Name

County of Orange

Date Posted: 1/23/2024
(Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	<p>▶ Name <u>Wagner, Donald</u> (Last, First)</p> <p>Alternate, if any _____ (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input checked="" type="checkbox"/> <u>\$3,600</u> Other</p>
Orange County Fire Authority	<p>▶ Name <u>Foley, Katrina</u> (Last, First)</p> <p>Alternate, if any _____ (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input checked="" type="checkbox"/> <u>3,600</u> Other</p>
Orange County Sanitation District	<p>▶ Name <u>Chaffee, Doug</u> (Last, First)</p> <p>Alternate, if any <u>Wagner, Donald</u> (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>212.50</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input checked="" type="checkbox"/> <u>\$5,100</u> Other</p>
Orange County Transportation Authority	<p>▶ Name <u>Do, Andrew</u> (Last, First)</p> <p>Alternate, if any _____ (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ Other</p>
Orange County Transportation Authority	<p>▶ Name <u>Sarmiento, Vicente</u> (Last, First)</p> <p>Alternate, if any _____ (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ Other</p>
Orange County Transportation Authority	<p>▶ Name <u>Wagner, Donald</u> (Last, First)</p> <p>Alternate, if any _____ (Last, First)</p>	<p>▶ <u>1</u> / <u>23</u> / <u>24</u> Appt Date</p> <p>▶ <u>1 Year</u> Length of Term</p>	<p>▶ Per Meeting: \$ <u>100.00</u></p> <p>▶ Estimated Annual:</p> <p><input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000</p> <p><input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> _____ Other</p>

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**Agency Report of:
Public Official Appointments
Continuation Sheet**

California **806**
Form
A Public Document

Page 3 of 4

1. Agency Name County of Orange	Date Posted: <u>1/23/2024</u> <small>(Month, Day, Year)</small>
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2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Transportation Authority	▶ Name <u>Chaffee, Doug</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Orange County Transportation Authority	▶ Name <u>Foley, Katrina</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
South Coast Air Quality Management District	▶ Name <u>Do, Andrew</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Southern California Association of Governments	▶ Name <u>Wagner, Donald</u> <small>(Last, First)</small> Alternate, if any <u>Foley, Katrina</u> <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Transportation Corridor Agency - Foothill/Eastern	▶ Name <u>Wagner, Donald</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Transportation Corridor Agency - Foothill/Eastern	▶ Name <u>Chaffee, Doug</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____

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**Agency Report of:
Public Official Appointments
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Page 4 of 4

1. Agency Name County of Orange	Date Posted: <u>1/23/2024</u> <small>(Month, Day, Year)</small>
---	---

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Transportation Corridor Agency - Foothill/Eastern	▶ Name <u>Foley, Katrina</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Transportation Corridor Agency - San Joaquin Hills	▶ Name <u>Wagner, Donald</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
Transportation Corridor Agency - San Joaquin Hills	▶ Name <u>Foley, Katrina</u> <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ <u>1</u> / <u>23</u> / <u>24</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>120.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ ____ / ____ / ____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ ____ / ____ / ____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____
	▶ Name _____ <small>(Last, First)</small> Alternate, if any _____ <small>(Last, First)</small>	▶ ____ / ____ / ____ <small>Appt Date</small> ▶ _____ <small>Length of Term</small>	▶ Per Meeting: \$ _____ ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other _____

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FPPC Form 806 (1/18)
FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-3772)

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18702.5. Materiality Standard: Financial Interest in a Personal Financial Effect.

(a) A personal financial effect means the financial effect of a governmental decision on the personal finances of a public official or his or her immediate family. The financial effect is material if the official or the official's immediate family member will receive a measurable financial benefit or loss from the decision.

(b) Notwithstanding subdivision (a), a personal financial effect does not include:

(1) Any establishment of or change to benefits provided under an employment or retirement policy for employees or retirees if the financial effect of the decision applies equally to all employees in the same bargaining unit or other representative group.

(2) Payment of any travel expenses, to the extent allowed by law, incurred while attending meetings as an authorized representative of an agency.

(3) Stipends received for attendance at meetings of any group or body created by law or formed by the official's agency for a special purpose, so long as the selecting body posts on its website a form provided by the Commission that includes: a list of each appointed position eligible for a stipend, the amount of the stipend for each position, the name of the public official who has been appointed to the position, the name of the public official, if any, who has been appointed as an alternate, and the term of the position.

(4) The use of any government property, such as automobiles or other modes of transportation, mobile communication devices, or other agency provided equipment for carrying out the official duties of a position, including any nominal, incidental, negligible, or inconsequential personal use while on duty.

(5) Any personal reward received by the official when using a personal charge card or membership rewards program, so long as the reward is no different from the reward offered to the public and is limited to charges made solely for the official's approved travel expenses.

(6) A decision to fill a position on the body of which the official is a member.

(c) If the governmental decision affects a business entity or real property in which the official has a financial interest, this regulation does not apply and materiality is determined under Regulation 18702.1 or 18702.2.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87100, 87102.5, 87102.6, 87102.8 and 87103, Government Code.

HISTORY

1. New section filed 6-10-2003; operative 6-10-2003 (Register 2003, No. 24). For prior history, see Register 98, No. 48.
2. Amendment of subsection (b)(1)(A) filed 10-26-2004; operative 11-25-2004 (Register 2004, No. 44).
3. Change without regulatory effect renumbering former section 18702.5 to section 18704.5 and renumbering former section 18705.5 to section 18702.5, including amendment of subsection (c), filed 4-27-2015. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2015, No. 18).



LEON J. PAGE
COUNTY COUNSEL

RECEIVED
2024 JAN 17 PM 12:35
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

Agenda Item No. SCS- 2
January 23, 2024

MEMORANDUM

January 17, 2024

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, January 23, 2024, 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: *Maria De Jesus Baez v. County of Orange*
Orange County Superior Court Case No. 30-2022-01248123.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

A handwritten signature of Leon Page in black ink, written over a horizontal line.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO



LEON J. PAGE
COUNTY COUNSEL

RECEIVED

2024 JAN 17 PM 12:35

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

Agenda Item No. SCS- 3
January 23, 2024

MEMORANDUM

January 17, 2024

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, January 23, 2024, 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: *Roger Dawes v. County of Orange*,
WCAB Case: ADJ12765966.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO



RECEIVED

2024 JAN 18 AM 7:39

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-4
January 23, 2024

M E M O R A N D U M

January 17, 2024

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, January 23, 2024, 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: *City of Grants Pass, Oregon v. Gloria Johnson, et al.*,

U.S. Supreme Court Case No.: 23-175.

RECOMMENDED ACTION: Conduct Closed Session.”

Thank you.

A handwritten signature of Leon Page in black ink, written over a horizontal line.

LJP:vl

cc: Members of the Board of Supervisors
Frank Kim, CEO