

PERSONNEL
AND
SALARY RESOLUTION

COUNTY OF ORANGE
January 10, 2003

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PERSONNEL AND SALARY RESOLUTION

DEFINITIONS

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

AGENCY/DEPARTMENT HEAD shall mean the person who is the principal officer or employee of an agency, department or district for the discharge of duties provided by law or particular delegated functions.

AT WILL EMPLOYEES shall mean employees who have entered into an At Will agreement or have been appointed to At Will positions.

AT WILL POSITION shall mean a position so designated by the Board of Supervisors.

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

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

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

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 Resolution except where the natural construction of this Resolution otherwise indicates and except elected officers.

EXECUTIVE MANAGEMENT EMPLOYEE shall mean a person employed in one (1) of the classes as listed in Appendix A.

EXTRA HELP EMPLOYEE shall mean a person employed in an extra help position. An extra help employee serves at the pleasure of the County in an extra help position and may be removed from an extra help position at any time with or without notice or cause and without a hearing.

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.

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.

HUMAN RESOURCES DIRECTOR shall mean the Assistant CEO, Human Resources or his or her designee.

PRACTICABLE means economically or operationally feasible; reasonably able to accomplish.

PROBATIONARY EMPLOYEE shall mean a person 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 rate on the new salary range is at least one (1) full step (for E range classes) or 2.75 percent (for management range classes) higher than the maximum step of the old salary range.

PROVISIONAL APPOINTMENT shall mean an appointment of a qualified person, who is not a regular, probationary or limited-term employee of the County, to a regular or limited-term position on a temporary basis.

PROVISIONAL EMPLOYEE shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

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 minimum rate on the new salary range is less than one (1) full step (for E range classes) or 2.75 percent (for management range classes) higher or lower than the minimum step of the old salary range.

RECRUITING RATE shall be the minimum rate of the salary range allocated to a class unless otherwise authorized by the Board or the Human Resources Director.

REDUCTION shall mean the movement of a regular, limited-term or probationary employee from one (1) class to another class where the minimum step of the new salary range is at least one (1) full step (for E range classes) or 2.75 percent (for management range classes) lower than the minimum step of the old salary range.

REGULAR EMPLOYEE shall mean a person 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.

PART 1

ARTICLE I GENERAL POLICIES AND PRACTICES

Section 1. Regulation of Employees

- A. There is hereby adopted a merit system for the personnel administration of this County, basing appointments, promotions, demotions and discharges specifically on merit for all employees except for extra help employees, assistants and clerical employees to members of the Board of Supervisors, and secretaries and Executive Assistants to elected Department Heads and other at will employees.
- B. All employees shall hold their positions subject to rules and regulations established by Resolution of the Board.
- C. County employees shall refrain from engaging in any activities which constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of each Agency/Department Head to ensure that employees in his or her agency/department refrain from engaging in any activities which constitute a conflict of interest. The following are examples of activities which may involve a conflict of interest:
1. The use of County time, facilities, equipment, badge or uniform for private gain or advantage, or private gain or advantage of another.
 2. The use of prestige or influence of County employment for private gain or advantage, or the private gain or advantage of another.
 3. The use of confidential information acquired by virtue of County employment for the employee's private gain or advantage, or private gain or advantage of another.
 4. The acceptance of money or other consideration by an employee from any person except the County for the performance of an act which the employee would be required or expected to render in the regular course or hours of his or her County employment, or as a part of his or her duties as a County employee.
 5. The performance of an act in other than his or her capacity as a County employee, knowing that such act may later be subject directly or indirectly, to the control, inspection, review, audit or enforcement by the employee or the agency/department in which he or she is employed.
 6. The representation of, or assisting in the representation of private interests for profit before any board or commission of the County or in court when the County is a party.

7. The solicitation of future employment with a business doing business with the County over which the employee has some control or influence in his or her official capacity at the time of transaction.

D. County Policy on Employment of Relatives

1. Purpose:

To provide guidelines for employment of close relatives as situations involving relatives working in the same County agency/department may result in morale problems, inappropriate supervision, conflict of interest, or public criticism. The intent is to avoid the opportunity for an officer or employee of the County to use personal influence to aid or hinder another in the employment setting or situation because of a personal relationship.

2. Policy:

- a. General: No person may be appointed, promoted, reduced, transferred or reassigned to a position in which that person is in the direct line of supervision of a close relative; nor shall close relatives have the same immediate supervisor. "Supervision" includes the assignment of work, evaluation of performance and setting or influencing the pay or granting of benefits to the other.
- b. Definition: A close relative shall be defined as an individual related by blood, adoption or marriage, e.g., spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, mother/father in-law, son/daughter in-law, sister/brother in-law, stepparent, stepchild, stepbrother/sister or half brother/sister.
- c. Disclosure: All applicants for employment, promotion, reduction, transfer or reassignment to a position in an agency/department shall be required to disclose the name(s) and position title(s) of any close relative currently employed in that agency/department prior to appointment, promotion, reduction, transfer or reassignment. An employee who becomes a "close relative" by marriage subsequent to appointment shall disclose the new relationship(s) to his/her supervisor.

The Human Resources Director shall provide appropriate forms and procedures for the disclosure process.

- d. Exemptions: The Agency/Department Head may grant exemptions required for the effective and efficient operation of the agency/department. Each Agency/Department Head shall

develop appropriate procedures to ensure the objective review of requests for exemption.

3. Procedure For Exemption From Policy:
 - a. The hiring supervisor shall request authority for an exemption from policy from the Agency/Department Head prior to appointing, promoting, reducing, transferring or reassigning a close relative of an employee if such action will result in a violation of policy above.
 - b. The written request for exemption from policy shall include:
 - 1) Names of prospective employee and known close relative employee(s) and relationship(s).
 - 2) Titles and summary of duties, and work relationship of affected positions.
 - 3) Qualifications of applicant indicating why the selected applicant is the best qualified or better qualified than other candidates.
 - 4) Justification for exemption, indicating why it is necessary for the effective and efficient operation of the agency/department and including a statement of why supervisor believes problems will not result.
 - c. The Agency/Department Head will approve or disapprove supervisor's recommendation and notify the Agency/Department Human Resources Manager of specific reasons for decision. Upon request, the Agency/Department Human Resources Manager (or in those departments without an on-site personnel team, the manager of the Human Resources Department General Government/Law Enforcement Team) and/or the County Affirmative Action Office will review and provide comments to the Agency/Department Head. The Human Resources Director shall maintain a listing of exemptions granted after the effective date of this policy.
 - d. If an exemption is granted for a close relative of the Agency/Department Head, the Board of Supervisors shall be promptly notified.

E. Drug and Alcohol Policy

1. Purpose:

It is the purpose of this policy to articulate the position of the Orange County Board of Supervisors with respect to the use of drugs or alcohol by County employees while on County time, in County vehicles, on County property or in County facilities.

2. Policy:

In recognition of the duties entrusted to the employees of the County and with knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the Board of Supervisors adopts the following policy:

It is the policy of the County of Orange to maintain a safe, healthful, lawful and productive work place. Members of the Board of Supervisors are committed to discouraging alcohol and drug abuse and to achieving a work force free from the influence of drugs and alcohol.

It is the intent of this policy to deter the misuse or abuse of legal or illegal substances which create a threat to the safety and health of any County employee or member of the public. The County is concerned with those situations where the use of alcohol and drugs interferes with any employee's safety and job performance, adversely affects the job performance or safety of other employees, or affects the safety of the public.

The County has established a voluntary employee assistance program to assist all County employees who wish to seek help for alcohol and drug problems. The County also makes available a variety of insurance coverages which provide treatment for drug and alcohol abuse. Employees may contact their supervisors, insurance provider, or the Employee Assistance Program for additional information.

The use, possession, or sale of illegal drugs is unlawful, dangerous and prohibited. The use of alcohol in the workplace, or prior to coming to the workplace, so that the employee's performance is impaired, is dangerous to the employee, to other employees and the general public and is prohibited. The abuse of all drugs, including alcohol, by employees is unacceptable since it can adversely affect health and safety, security, and productivity as well as public confidence and trust.

Violation of this policy may be grounds for disciplinary action up to and including discharge from County service. Departments or

agencies may develop additional policies or work rules to augment the above policy statement.

Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Program (EAP) or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems. Once a violation of this policy occurs, subsequent use of the Employee Assistance Program or other programs, on a voluntary basis, will not necessarily lessen disciplinary action.

F. Attorneys employed by the County are prohibited from engaging in the private practice of law.

G. Catastrophic Leave Donation Procedure

The County shall administer a Catastrophic Leave procedure designed to permit limited individual donations of vacation, compensatory, annual leave and/or PIP time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances. Such policies and procedures shall establish a two-hour minimum and an eight-hour maximum donation for each donating employee. Such policies and procedures shall also require that an employee on a leave without pay at the time he or she receives a Catastrophic Leave donation will be treated as if on an Official Leave of Absence for purposes of probation and merit increase eligibility. In addition, the policies and procedures shall provide for payment to the recipient employee's estate of any unused donated time if the recipient employee dies during the Catastrophic Leave. The Human Resources Director may implement changes to the Catastrophic Leave procedure, subject to the meet and confer process if applicable.

H. Policy for the Prevention of Workplace Violence

1. Purpose:

To establish a County Policy that threats and acts of violence by and against County employees, contractors and the public while engaged in County business or related to the performance of their official duties will not be tolerated.

2. Policy:

The County of Orange is committed to the principle that a work environment free of threats of violence, threatening behavior and acts of violence is essential to providing effective and efficient government services. Civility, understanding, and mutual respect

toward fellow employees and members of the public we serve are intrinsic to providing effective and efficient government services.

Towards this end, threats of violence, however communicated, threatening behavior, and acts of violence, by anyone, including County employees, contractors, their employees or the public, directed at County employees, contractors, their employees or members of the public, while engaged in County business or related to the performance of their official duties, will not be tolerated.

Violations of this policy by County employees will lead to disciplinary action up to and including termination from County employment. If violations of this policy by County employees, contractors, their employees or members of the public involve suspected criminal misconduct, the County will report such incidents and cooperate fully with law enforcement authorities.

All County employees are responsible for notifying their immediate supervisor, or another member of the management team, of any threats of violence, threatening behavior or acts of violence they have received, witnessed, or of which they otherwise have knowledge.

If furtherance of the County Policy for the Prevention of Workplace Violence, the possession or use of dangerous weapons by County employees is prohibited, except as provided for below, while the employee is acting within the course and scope of employment or traveling in a County-owned vehicle. A dangerous weapon is a firearm, or any other instrument capable of producing bodily harm when used in a manner and under circumstances that manifests an intent to harm, or intimidate another person, or that would cause a reasonable person to have concern for their safety or the safety of another. This provision does not apply to peace officers authorized by law and their Agency/Department to carry firearms on duty or to County employees legally in possession of a firearm for which the employee holds a valid permit to carry a concealed firearm and the Agency/Department is made aware of and approves the carrying of the weapon.

Employees with a valid permit or who are otherwise legally in possession of a firearm but who are not authorized to carry a firearm on duty shall safely store the weapon while on duty.

Employees may be authorized by their Agency/Department to carry personal defense devices such as pepper spray while on duty on a case by case basis or in accordance with written Agency/Department policy.

Agencies/Departments may develop additional policies or work rules to augment the above policy statement.

I. Information Technology Usage Policy

1. Purpose:

To provide a Policy that defines conditions for the authorized use of information technology and associated electronic information devices, including personal computers, laptops and related peripheral equipment and software; Internet/Intranet connectivity and access to related services; E-mail and any other electronic information device.

2. Scope:

The County of Orange (County) provides employees with an e-mail system, a network connection, and Internet and Intranet access. This Policy governs all use of the County and its Departmental networks, Internet/Intranet access, and e-mail systems, whether for electronic mail, chat rooms, the Internet, newsgroups, electronic bulletin boards, or the County or Department Intranet.

The e-mail system, network, and Internet/Intranet access are primarily for official business only. Employees are authorized to access the Internet for limited personal business only during nonworking time, and in strict compliance with the other terms of this Policy.

All information created, sent, or received via the e-mail system, network, Internet, telephones or the Intranet is the property of the County. Employees should not have any expectation of privacy regarding such information. This includes all e-mail messages and all electronic files. The County reserves the right to, at any time and without notice, access, read and review, monitor, and copy all messages and files on its computer system as it deems necessary. When it believes necessary, the County may disclose text or images to law enforcement without the employee's consent.

3. Personal Responsibility:

By accepting the account password and other information from the County and accessing the Network or the Internet, employees agree to follow the rules in the Policy. Misuse means any violations of this Policy, or any other use that, while not included in this Policy, has the effect of knowingly harming another or another's property. Once logged on, employees should normally not leave their computer unattended or available for someone else to use.

4. Purposes and Use:

The County is providing access to its Network and the Internet only for County business purposes. If there is any doubt about whether a contemplated activity is appropriate for County business purposes, employees may consult with their Department Head or his/her designee to help decide if a use is appropriate.

5. Netiquette and Prohibited Activity:

All users must abide by rules of network etiquette, which include being polite and using the Network and the Internet in a safe and legal manner. The County or authorized County officials will make a good faith judgment as to which materials, files, information, software, communications, and other content and activity are permitted and prohibited based on the following guidelines and under the particular circumstances. Unless employees are specifically authorized due to their work assignment, the following are among uses that are considered unacceptable and constitute a violation of this Policy:

- a. Using, transmitting, or seeking inappropriate, offensive, swearing, vulgar, profane, suggestive, obscene, abusive, harassing, belligerent, threatening, or defamatory (harming another's reputation by lies) language or materials.
- b. Revealing personal information without permission such as the employee's or another's home address, telephone number, or social security number.
- c. Making offensive or harassing statements or jokes about language, race, color, religion, national origin, veteran status, ancestry, disability, age, sex, or sexual orientation.
- d. Sending or soliciting sexually oriented messages or images.
- e. Visiting sites featuring pornography, terrorism, espionage, theft, or drugs.
- f. Gambling or engaging in any other activity in violation of local, state, or federal law.
- g. Uses or activities that violate the law or County policy or encourage others to violate the law or County policy. This includes, for example:
 - 1) Offering for sale or use any substance the possession or use of which is prohibited by law.

- 2) Without proper authorization, accessing, transmitting, or seeking confidential information about clients or co-workers.
 - 3) Conducting unauthorized business.
 - 4) Viewing, transmitting, downloading, or seeking obscene or pornographic materials or materials that violate or encourage others to violate the law.
 - 5) Intruding, or trying to intrude, into the folders, files, work, networks, or computers of others, or intercepting communications intended for others.
 - 6) Knowingly downloading or transmitting confidential information.
- h. Uses that cause harm to others or damage to their property. This includes, for example:
- 1) Downloading or transmitting copyrighted materials without permission from the owner of the copyright in those materials. Even if materials on the Network or the Internet are not marked with the copyright symbol, ©, employees should assume that the materials are protected under copyright laws unless there is explicit permission on the materials to use them.
 - 2) Using another's password or some other user identifier that misleads message recipients into believing that someone other than the employee is communicating or otherwise using the other's access to the Network or the Internet.
 - 3) Intentionally uploading a virus or other harmful component or corrupted data, or vandalizing any part of the Network.
 - 4) Using any software on the Network other than that licensed or approved by the County.
- i. Uses that jeopardize the security of access and of the Network or other networks on the Internet. For example, the disclosing or sharing of a password with others, or impersonating another.
- j. Accessing or attempting to access controversial or offensive materials. Employees are advised that access to the Network and the Internet may include the potential for access to materials inappropriate for use for County business purposes, including materials that may be illegal, defamatory, or offensive.

Certain of these areas on the Internet may contain warnings as to their content, and users are advised to heed these warnings. Not all sites that may contain inappropriate material, however, will include warnings. Employees must take responsibility for the use of the Network and the Internet and stay away from these sites.

- k. Commercial uses. For example, employees shall not:
 - 1) Sell or buy anything over the Internet.
 - 2) Solicit or advertise the sale of any goods or services (whether to one recipient or many, such as “junk e-mail”).
 - 3) Give others private information about themselves or others, including credit card numbers and social security numbers.
 - 4) Use County information technology for unauthorized outside fund-raising activities, participate in any lobbying activity, or engage in any prohibited partisan political activity.
 - 5) Use County information technology to post County, Department and/or other public agency information to external news agencies, services bureaus, bulletin boards or other forums except if authorized prior.
- l. Operating a business, or soliciting money for personal gain.
- m. Uses that waste limited resources. For example:
 - 1) Don't waste toner or paper in printers, and don't send chain letters, even for noncommercial or apparently “harmless” purposes, as these, like e-mail with large graphic attachments and “junk e-mail,” use up limited Network capacity resources.
 - 2) Only copy others on an e-mail who should be “in the loop” on that e-mail.
 - 3) Be careful with distribution lists, determining first whether it is appropriate for everyone on that list to receive the e-mail.
 - 4) “All hands” e-mails are only to be sent if permission is obtained prior.

- n. Suggesting to other associates that they view, download, or seek materials, files, information, software, or other content that may be offensive, defamatory, infringing, or illegal.

6. Confidential Information:

Employees may have access to confidential information of the County, its employees, and clients of the County. E-mail makes it very easy to send and receive information and attachments. It is also easy to send confidential e-mail to more than those intended. If employees have a business need to communicate confidential information within the County, with permission of management, they may do so by e-mail, but only sending the e-mail to those who have a need to know the information, and marking it "CONFIDENTIAL." County management may from time-to-time issue guidelines to those whose responsibilities include the internal e-mail communication of confidential information. Again, when in doubt, employees should not send it by e-mail. Memoranda and reports on paper, telephone calls, and face-to-face meetings should be used in some contexts, such as with respect to personnel matters.

7. Use and Maintenance of Equipment and Facilities:

The County may occasionally issue rules for use and maintenance of computers and other equipment. These include the following:

- a. Liquids or magnets are not to be kept on or near your computer, as these can cause serious damage.
- b. All original software assigned to employees must be available when the system needs to be serviced--it may need to be reinstalled.
- c. When employees have a computer problem, they should record/communicate all the details about the problem on the appropriate form and/or when called into the service hotline, working with Information Technology staff, etc.
- d. Computers are not to be removed from the building without written permission from County management.
- e. Software that is not licensed or authorized by the County is not to be installed and disks are not to be transported back and forth. (Viruses can easily be picked up onto your computer or the Network from the Internet or other computers.)
- f. Keep equipment plugged into a surge protector at all times.
- g. Report any damage to equipment to the appropriate authorities.

8. Privacy:

Network and Internet access is provided as a tool for County business. The County reserves the right to monitor, inspect, copy, review, and store at any time and without prior notice any and all usage of the Network and the Internet access and any and all materials, files, information, software, communications, and other content transmitted, received, or stored in connection with this usage. All such information, content, and files shall be and remain the property of the County, and employees should not have any expectation of privacy regarding those materials including those relative to personal computers or laptops used at home for business use. Network administrators may review files and intercept communications for any reason, including, but not limited to, purposes of maintaining system integrity and ensuring that users are using the system consistently with this Policy.

9. Failure to Follow Policy:

Employees' use of the Network and the Internet is a privilege, not a right. If employees violate this Policy, they may be subject to having their access to the Network and the Internet terminated, which the County may refuse to reinstate for the remainder of an employee's tenure in the County. Further, except if authorized in specific job related circumstances, if employees violate this Policy, or if employees permit another to use their account or password to access the Network or the Internet, including, but not limited to, someone whose access has been denied or terminated, if the person the employee allows to use the account violates this Policy using their account, it is considered to be the same as the employee violating this Policy. Both are then subject to the consequences of that violation. The County may take other disciplinary action under County policy. A violation of this Policy may also be a violation of the law and subject the user to investigation and criminal or civil prosecution.

10. Updates:

Employees may be asked from time-to-time to provide new or additional registration and account information, for example, to reflect developments in the law or technology. Employees must provide this information if they wish to continue to receive service. If after employees have provided their account information, some or all of the information changes, employees must notify the person designated by the County to receive this information. This Policy may also be updated by the County from time-to-time, for example, to reflect developments in the law or technology.

11. Management Responsibility:

Managers and supervisors are responsible for following the Policy and for ensuring that their employees follow this Policy. Any employee who violates this Policy or uses the County e-mail system, network, Internet, or Intranet access for improper purposes shall be subject to discipline, up to and including discharge.

Section 2. Position Classification Plan

- A. The Position Classification Plan of the County shall consist of the class titles and the class specifications adopted by the Board. There shall be a class specification for each class, unless exempted by the Board, which includes the title of the class and indicates the type of work performed and the minimum qualifications for employment. Class specifications shall be established by Minute Order or Resolution of the Board.
- B. The Human Resources Director shall administer the Position Classification Plan for all positions in the County service, including special districts governed by the Board, except elected officers and others designated by the Board as being exempted. The Human Resources Director shall make recommendations to the Board as to the establishment of classes. The Human Resources Director shall establish procedures to administer the Position Classification Plan.
- C. The Human Resources Director is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.
- D. An Agency/Department Head shall immediately notify the Human Resources Director of a permanent change in the assigned duties of a position if the class to which the position is currently allocated may no longer be appropriate. Such notification shall include the reason for the change in duties necessitating the classification change.

Section 3. Number and Classification of Activated Positions

- A. The number of activated regular positions shall be as designated by the Board. No Agency/Department Head shall appoint regular or probationary employees in excess of the positions activated by the Board except that an Agency/Department Head, with approval of the County Executive Officer, may fill a regular position with a replacement up to twenty-eight (28) calendar days in advance of the separation of a terminating employee.
- B. The Human Resources Director is authorized to reclassify positions when,
 - a) such reclassifications are consistent with classification concepts, classification specifications and salaries adopted by the Board, b) when the Agency/Department Head agrees with the classification change and c) the classification change is not the result of a major reorganization. Major

reorganizations are defined as any change in reporting relationships, authority or functions which, 1) involves ten (10) percent or more of the positions in an Agency/Department, or 2) has a net cost increase or decrease of fifty thousand (50,000) dollars or more per fiscal year, or 3) includes positions in more than one (1) Agency/Department. The Human Resources Director is authorized to reclassify positions resulting from minor reorganizations.

- C. The Human Resources Director may authorize that a regular position may be used as one (1) or more part-time regular positions provided that the total regularly scheduled hours of the part-time positions do not exceed the number of hours per week authorized for the activated regular positions.
- D. An Agency/Department Head may, upon the approval of the County Executive Officer, appoint limited-term or extra help employees subject to a determination by the Human Resources Director as to the appropriate classification of the positions. 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 Human Resources Director, 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.
- E. When a regular or limited-term position is vacant due to Leave of Absence, the position may be filled for the length of the immediately preceding Departmental Leave, Official Leave, Disability Leave or Parenthood Leave and any extensions of such leaves.
- F. When an employee who is separating from County service by way of paid County retirement elects to take time off for vacation, the position to be vacated may be filled by the agency/department for the length of vacation time off prior to the employee's paid retirement.
- G. When a regular or limited-term employee is on a leave of absence with pay and the cost of the employee's salary and benefits is fully reimbursed to the County, the employee's position may be filled by the agency/department for the length of the paid leave.

Section 4. Selection Procedures

- A. Consistent with Section I.A. of this Article, the Human Resources Director shall determine the method of evaluating the qualifications of applicants and employees. The Human Resources Director shall administer the Orange County Merit System Selection Rules and Appeals Procedure. Such Rules may be revised by the Human Resources Director provided that no revision which nullifies the basic principle of a merit system shall be effective unless approved by the Board of Supervisors.

- B. Consistent with Section I.A. of this Article, the Human Resources Director shall determine the selection methods for the filling of all positions. Agency/ Department Heads shall appoint and promote only from among those persons who are certified to them by the Human Resources Director as being eligible for the particular class, except as provided in the Orange County Merit System Selection Rules and Appeals Procedure. A copy of the appropriate form, signed by the Agency/Department Head and approved by the Human Resources Director shall be delivered to the Auditor-Controller before payment shall be made to any employee.
- C. When the County assumes or absorbs the functions and personnel of another government agency, the Human Resources Director may waive or modify the regularly established minimum qualifications and selection procedures for the employees involved.

Section 5. Performance Evaluations

The Human Resources Director is authorized to establish a performance evaluation program for each agency/department.

Section 6. Authority for Disciplinary Action

Discipline may be imposed as follows: 1) within an agency by the Agency Head or his/her delegated representative; 2) for departments not within an agency by a Department Head or his/her delegated representative; and 3) in all instances by the County Executive Officer. The County Executive Officer shall take no disciplinary action unless he/she has requested the agency or department to do so in writing and the agency or department has refused or failed to take such action within a reasonable time, not to exceed ten (10) calendar days of such a request. In his/her written request to the agency or department, the County Executive Officer may suggest the discipline he/she considers appropriate under the particular circumstances. Before the above mentioned time limit has elapsed, the agency or department may impose a lesser discipline (if a suggestion for discipline is made) on the employee only with the concurrence of the County Executive Officer. Suspensions and/or reductions imposed by the County Executive Officer may be appealed to arbitration. Suspensions by the County Executive Officer of forty (40) working hours or less shall be treated as a suspension of more than forty (40) working hours for purposes of appeal. All other discipline imposed by the County Executive Officer except discharge shall be final.

Section 7. Leave of Absence With Pay

- A. An Agency/Department Head may authorize an employee to be absent with pay from his or her regular work area for reasons other than physical or mental illness for a period of time not to exceed one hundred twenty (120) regularly scheduled working hours if the Agency/Department Head finds that such absence:

1. contributes to the employee's effectiveness in his or her assigned duties and responsibilities; or
 2. contributes to the functions and goals of the County.
- B. An employee may be absent with pay from his or her regular work area in excess of one hundred twenty (120) regularly scheduled working hours upon a request by the Agency/Department Head, if the Human Resources Director or his/her designee and the County Executive Officer approve. Forms requesting an absence with pay from the regular work area in excess of one hundred twenty (120) regularly scheduled hours shall be prescribed by the Human Resources Director and shall state specifically the reason for the request and the beginning and ending dates of the absence. For purposes of this Section, regular work area shall mean the geographic area to which the employee is typically and appropriately assigned to work during the usual course of employment.

Section 8. Military Leave of Absence

A request for Military Leave of Absence shall be made upon forms prescribed by the Human Resources Director 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. Military Leave is governed by provisions of the Military and Veterans Code of the State of California, Section 395 to 395.5. and the Uniformed Services Employment and Reemployment Rights Act (USERRA). An employee receiving pay for a portion of such Leave shall not be deemed to be occupying a position during such paid Leave period. When a regular position is vacant due to a Military Leave of Absence, the position may be filled for the length of that Leave.

Section 9. Time Off for Voting

- A. If an employee does not have sufficient time outside of working hours to vote at a State-wide election, the employee may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the employee to vote.
- B. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.
- C. If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give his or her supervisor at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this Section.

Section 10. Deductions for Maintenance

- A. Whenever full, part, or any maintenance is furnished to any County officer or employee, an amount equal to the value of such maintenance as determined by Resolution of the Board shall, except as hereinafter in this Section provided, be deducted from the compensation to be paid such officer or employee, provided that the Board may, by Resolution, establish rules and regulations requiring advance cash payments for meal tickets in lieu of payroll deductions.
- B. The Sheriff-Coroner may authorize free meals for personnel who are restricted to the jail facility during their meal period on a regularly assigned shift in the maximum security area of the County Jail.

Section 11. Provisional Appointment

- A. A provisional appointment shall not extend beyond the time needed to establish an eligible list and permit a regular appointment to be made. A provisional appointment shall not be continued for more than six (6) months from date of appointment unless an extension to no more than one (1) year from the original date of the provisional appointment is approved by the Human Resources Director.
- B. A probationary, regular or limited-term employee shall not be eligible for a provisional appointment.
- C. A provisional employee shall not serve a probationary period. If a provisional employee receives a regular appointment, the employee shall serve a new probationary period. A provisional employee who receives a regular appointment shall maintain his or her original hire date for purposes of vacation and sick leave accrual, retirement and layoff.
- D. A provisional employee may be released from service at any time without right of appeal or hearing.
- E. Provisional employees shall earn all other benefits which accrue to regular employees, except for rights and benefits pursuant to the Layoff Procedure provided for in the applicable Memoranda of Understanding or Personnel and Salary Resolution.

Section 12. Employee Parking

With the concurrence of the County Executive Officer, the Agency/Department Head may pay for additional parking access when doing will further the achievement of operational needs and business goals.

ARTICLE II PAY PRACTICES

Section 1. Method of Compensation for Employees

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

The pay rate(s) for each class is (are) set forth in a table of class titles, pay rates and salary schedules.

Section 2. Salary Payment Procedure

- A. A pay period shall cover fourteen (14) calendar days and shall start on a Friday and end with the second Thursday thereafter. Employees and officers shall be paid approximately eight (8) days after the end of a pay period, usually on a Friday.

- B. Compensation for each employee for whom compensation is established shall be paid out of the County General Fund or such other fund as may be provided by ordinance or by law upon certification by the Agency/Department Head to the Auditor-Controller that such employee has performed the services set forth in said certificate. When an employee separates from the County service and use of the regularly scheduled certification would create an inequitable delay, the Agency/Department Head may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft the warrant for the period of time and/or pay due said employee up to the time of separation. Notice of such separation shall be immediately filed with the Human Resources Director.

- C. Before the Auditor-Controller shall deliver to the Head of any Agency/Department of the County his or her salary warrant, the Head of said Agency/Department shall file a written certificate with the Auditor-Controller to the effect that each of his or her employees, during said pay period, has performed services for the County as required by law. If there is any exception, the Agency/Department Head shall so state in the certificate. The Agency/Department filing such certificate shall retain a copy.

Section 3. Authorization for Salary Increases

The Human Resources Director shall notify the Auditor-Controller in writing of all salary increases and such notifications shall constitute authorization for the Auditor-Controller to make payments to the employee at the higher rate.

Section 4. Salary on Employment as a Deputy Sheriff Emergency Service

In case of the necessity for the transportation or arrest of any person by the Sheriff-Coroner's Department, District Attorney's Office, Probation Department or other officer or employee empowered to arrest or transport such person, such

officer or employee may, and is hereby empowered to, deputize and employ a Deputy Sheriff-Emergency Service to assist in such activity. The Sheriff may also deputize and employ Deputy Sheriffs-Emergency Service to perform emergency law enforcement duty for which regular deputies are not available and shall be authorized to compensate for Deputy Sheriffs - Emergency Service at the rate specified in the table of class titles, pay rates and salary schedules.

Section 5. Limitations Upon Compensation

- A. Unless otherwise provided by Resolution, all fees, commissions and mileage (other than mileage reimbursement received pursuant to the County's mileage reimbursement provisions), and compensation of whatever nature or character, including profits from the jail commissary, the feeding of prisoners, and the transportation of persons received by an employee by virtue of his or her office shall be deposited with the County Treasurer for each calendar month not later than the fifth of the succeeding month and be deposited into the General Fund of the County, or such other fund as may be provided by law, and shall become the property of the County of Orange immediately upon its receipt, by such employee. The provisions of Section 70 of the Penal Code, relative to the asking or receiving of gratuities, is hereby made a part of the regulations governing employees.
- B. Fees or compensation paid or received pursuant to appointment as an alienist or psychiatrist by the Superior Court shall not be subject to this Section and may be retained by the person to whom such fees or compensation are paid as his or her property.

Section 6. Authority to Resolve Employee Complaints/ Grievances/and to Select and Compensate Arbitrators

- A. The Human Resources Director or designee may authorize payments in settlement of employee complaints or grievances where:
 - 1. resolution of the complaint advances effective employer-employee relations, and
 - 2. the cost of potential arbitration or litigation exceeds the amount in controversy, and
 - 3. the amount of such settlement does not exceed twenty-five thousand (25,000) dollars in any one (1) case.
- B. The Human Resources Director or designee may authorize the selection of and payment to arbitrators or other third party neutrals conducting arbitrations of employee grievances and/or selection complaint hearings.

Section 7. 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 Personnel Director 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.

ARTICLE III EDUCATIONAL AND PROFESSIONAL REIMBURSEMENT
PROGRAM

Section 1. Objective

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

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

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

Section 2. Eligible Employees

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

Section 3. Reimbursement Eligibility

A. The following are eligible for reimbursement:

1. Courses related to obtaining a degree (AA, BA, BS, Masters, Ph.D.)
2. Accredited certificate programs
3. Vocational skills programs
4. Courses related to obtaining or maintaining a business-related certification, license, or accreditation
5. Courses related to preparing to take tests to obtain business-related certifications, licenses, or accreditation
6. Professional conferences, conventions, and seminars that are related to business objectives
7. Fees related to obtaining and/or renewing a license, including special driver's licenses
8. Fees related to certifications or accreditations
9. Fees related to taking professional examinations
10. Professional association membership fees

Employees in the Attorney classes may also request reimbursement for courses sponsored by a professional organization for Attorneys, such as, but not limited to Continuing Education of the Bar courses sponsored by the State Bar of California and University of California Extension. The Agency/ Department Head shall determine whether any given course qualifies for reimbursement.

- B. In general, any courses taken through the program must be taken on employee time. However, at the discretion of the Agency/Department Head, a course may be taken on County time when it specifically meets a business need, and is not available during the employee's non-work hours.
- C. Courses are not eligible for reimbursement if they:
 - 1. Are taken to bring unsatisfactory performance up to an acceptable level;
 - 2. Are taken to acquire skills or knowledge which the employee was deemed to have when appointed;
 - 3. Duplicate available in-service training;
 - 4. Duplicate training which the employee has already had.

Section 4. Nature of Reimbursement

- A. Reimbursement may be made for all required fees, registration, and other costs related directly to the approved educational or professional expense. This may include, but is not limited to books, class materials, lab fees, testing fees, parking, processing fees, etc.
- B. Expenses for travel, meals, and lodging are not reimbursable; however, the Agency/Department Head may authorize payment for these items when it meets their business needs and is budgeted in their travel expense budget.
- C. For degree programs, reimbursement shall be made to the employee upon completion of the course with a minimum final grade of C or its equivalent in an undergraduate course, or B or its equivalent in a graduate level course.
- D. Reimbursement for non-graded courses shall be made upon completion of an approved course and proof of payment.
- E. Public Service Institute (PSI) courses are not eligible for reimbursement.

- F. If an employee is receiving reimbursement from another source that covers a portion of the cost, the County will only pay the remaining amount, after other reimbursements are exhausted.
- G. The maximum reimbursement that may be received by eligible employees in one fiscal year shall be \$2000.

Section 5. Request Procedure

- A. The employee shall apply for approval of reimbursement through normal supervisory channels on forms provided by CEO/Office of Human Resources.
- B. The employee's Agency/Department Head shall either approve the application or deny it based on the criteria set forth in this policy.
- C. 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.
- D. Upon approval by the Agency/Department Head, the Auditor Controller shall issue a warrant to the employee for reimbursement.

ARTICLE IV PAYOFF PROVISIONS

Section 1. Sick Leave Payoff

If applicable, the amount of the payment for unused sick leave, shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1, or on the basis of the employee's salary at the time of paid County retirement or death, whichever is greater.

Section 2. Vacation Payoff

The amount of the lump sum payment for accrued vacation shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1, or on the basis of the employee's salary at the time of separation, whichever is greater.

Section 3. Annual Leave Payoff

Annual Leave payoffs will be made as per the provisions in each specific Annual Leave Plan.

ARTICLE V INSURANCE FOR VOLUNTARY SERVICES PERSONNEL

Reserve Deputy Sheriffs

The County will provide Accidental Death and Dismemberment benefits and Disability Income Protection benefits to persons appointed as Reserve Deputy Sheriffs if death and/or injuries are sustained in the line of duty.

PART 2 - ADMINISTRATIVE MANAGEMENT

ARTICLE VI WORK PERIOD AND PAY PRACTICES

Section 1. Work Period

- A. The official work period for County employees in this unit shall start on a Friday and end on the second Thursday thereafter. Administrative Management employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Agency/Department Head shall regulate said work periods based on the needs of the County with due regard to maintaining reasonable and equitable work periods for all employees.
- B. If any Administrative Management employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Agency/Department Head may request the Board of Supervisors to authorize additional compensation for such an employee or group of employees whom the Agency/Department Head determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.
- C. Employees shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked as determined by Article VI, Section 1.A. Compensation for pay periods in which full-time employees did not work the full schedule determined pursuant to Article VI, Section 1.A. and for extra help employees and part-time employees shall be based on an hourly rate equal to one-eightieth (1/80) of the biweekly rate, and shall not exceed eighty (80) hours in a pay period, except as provided in Section 1.B., above.
- D. Notwithstanding any other provisions contained herein, Administrative Management employees declared by the Human Resources Director to be exempt from the Fair Labor Standards Act shall not be docked salary for partial day absences as long as that exempt status continues to apply and as long as the Fair Labor Standards Act is applicable to the County.

Section 2. Pay for New Employees

- A. A new employee shall be paid at the recruiting rate 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. and C., below.

- B. The County Executive Officer may authorize that a particular position be filled at any rate within the range. When the CEO authorizes the filling of the position at a rate which is higher than the recruiting rate of the salary range, the salary of incumbents of positions in that class or related classes may be advanced by the CEO in order to retain equitable relationships.
- C. The Agency or Department Head may authorize the appointment of employees at any rate up to and including the top of the second quartile or step 7 of a salary range when he/she determines that there is a direct 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 the top of the second quartile or step seven (7) of the salary range when there is a direct and measurable benefit to the County for such appointment.

Section 3. Salary on Promotion

- A. Except as modified by B. and C., below, a regular, limited-term or probationary employee who is promoted to a position in a class with a higher pay range shall receive the higher of the following rates:
 - 1. the recruiting rate for the higher class; or
 - 2. for employees promoting to a class allocated to an management range, a five and one-half (5½) percent increase over the salary received prior to promotion; or
 - 3. for employees promoting to a class allocated to a range which contains fixed steps such higher amount which is closest to a two (2) step increase on the range over the salary received prior to promotion, not to exceed the top step of the new salary range. A new merit increase eligibility date shall be established for such employees 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 rate no higher than the rate 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, if applicable, in order to credit the employee with any time formerly served in the higher class.
- C. For employees promoted to non-management classes, upon recommendation of the Agency/Department Head, the County Executive Officer may, based on 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.

- D. Any other provision of this Personnel and Salary Resolution notwithstanding, a regular, limited-term or probationary employee who is promoted to a class allocated to a management range may receive a salary increase of up to fifteen (15) percent upon the recommendation of the Agency/Department Head and the approval of the County Executive Officer.

Section 4. Salary on Reassignment

- A. When a regular, limited-term or probationary employee is reassigned from one (1) class to another class with the same recruiting rate, the employee's salary and merit increase eligibility date, if applicable, shall not change. Such an 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 from one (1) class to another class with the same salary range but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates and the employee shall retain his or her former merit increase eligibility date, if applicable. Such an 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 regular employee is reassigned from one (1) class to another class with the same salary range but a lower recruiting rate, the employee's salary and merit increase eligibility date, if applicable, shall not change. Such an 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 limited-term probationary employee is reassigned from one (1) class to another class with the same salary range but a lower recruiting rate, the employee shall have the rate status, probation status and merit increase eligibility date, if applicable, that the employee would have achieved if the employee had been in the new class throughout the period of his or her service in the old class.
- E. When a regular, limited-term or probationary employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary and merit increase eligibility date, if applicable, shall be determined by the Human Resources Director.

- F. When a regular, limited-term or probationary employee is reassigned from a class on one (1) salary range to a class on another salary range, the employee shall be placed at the closest rate that does not involve a salary reduction, but not to exceed the maximum rate in the range. Such an employee shall have the same probation status and merit increase eligibility date, if applicable, which would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

Section 5. Salary on Reduction

A. Disciplinary Reductions

When a regular, limited-term, or probationary employee is reduced for disciplinary reasons, the employee's salary shall be reduced as follows:

1. for employees reducing to a class allocated to a management range, a five and one-half (5½) percent reduction or the top of the second quartile of the pay range assigned to the lower class, whichever is lower;
2. for non-management employees reducing to a class allocated to a lower range, such lower amount which is closest to a two (2) step decrease on the range assigned to the lower class, or the top step of the salary range, whichever is lower.

B. Nondisciplinary Reductions

1. Except as provided in Section 5.C., below, when a regular, or limited-term employee is reduced for physical disability or other nondisciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction. When a probationary or promotional probationary employee is reduced for physical disability or other nondisciplinary reasons, the employee shall have the salary status and, if applicable, the 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.
2. 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:
 - a. If the salary of the employee is the same or less than the maximum rate in the new pay range, the salary of the employee shall not change.

- b. If the salary of the employee is greater than the maximum rate in the new pay range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate in the new pay 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 rate in the new pay range, the salary or rate of the employee shall be reduced to the maximum rate in the pay range for the new class. The duration of the Y-Rate shall begin on the effective date of the reclassification of the position.

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

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

Section 6. 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 of the employee and merit increase eligibility date, if applicable, shall be set as in Article VI, Section 4., above, Salary on Reassignment.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Article VI, Section 3., above, Salary on Promotion, or at the discretion of the Human Resources Director, the salary of the employee shall not be changed.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Article VI, Section 5., above, Salary on Reduction.

Section 7. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing, may upon approval of the Human Resources Director be appointed at a step or rate higher than the recruiting rate, but no higher than the step or place on the range the person occupied at the time of separation unless appointment is at an advanced rate pursuant to Article VI, Section 2.C.
- B. Retirees
 - 1. 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 rate on the salary range.
 - 2. A former County employee on paid County retirement who retired under an early retirement incentive plan may be employed for not more than seven hundred twenty (720) hours in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any rate on the salary range.

Section 8. Change in Salary Allocation

If a class is reassigned to a higher pay range, the Board, or where appropriate, the Agency/Department Head shall determine the amount of increase, if any, each employee in the class shall receive, not to exceed a fifteen (15) percent increase provided the employee's rate shall not fall below the bottom of the first quartile or Step1 of the new pay range.

Section 9. Additional Compensation

Notwithstanding anything in this Personnel and Salary Resolution 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 an additional rate of compensation for such employees.

Section 10. Election Work

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

Section 11. 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.
3. The rate of night shift differential shall be five (5) percent of one-eighth (1/8) of the biweekly rate.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid.
 - a. An employee must be assigned by Agency/Departmental management to speak or translate a language in addition to English. This may include such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Human Resources Director.

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

C. Attorney Special Duty Pay

1. When an employee classified as a Deputy District Attorney V is assigned Attorney Special Duty by the County, the employee shall be informed of the dates and inclusive hours of such assignment; the employee shall be compensated at one-third (1/3) of his or her basic hourly rate for the entire period of such assignment; and such compensation shall be paid in the pay period in which it is earned.
2. Attorney Special Duty requires the employee so assigned: 1) to be ready to respond immediately to calls for service; 2) to be reachable by telephone; 3) to remain within a specified distance from his or her work station; and 4) to refrain from activities which might impair his or her ability to perform assigned duties.

ARTICLE VII MERIT INCREASES WITHIN RANGE

Section 1. Merit Increases Within Range

- A. Extra help employees shall not be eligible for merit increases within range.
- B. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the Agency/Department Head.
- C. A new or re-employed 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. Standard performance shall earn a two (2) step increase.
- F. If, in the agency's/department's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Agency/Department shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit

eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

- 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.

ARTICLE VIII GENERAL PERSONNEL PROVISIONS

Section 1. Probation

A. New Probation

1. Full-Time Employee

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

2. Part-Time Employee

A new or reemployed employee employed in a part-time regular or limited-term position shall be placed on new 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.

B. Promotional Probation

1. A full or part-time employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in B.2., below. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period. A part-time employee shall serve a promotional probation period of two thousand eighty (2080) paid hours exclusive of overtime ending with the first day of the pay period following completion of said period.
2. When a regular or regular limited-term employee is promoted, reduced or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, reduced or reassigned is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. Except as provided in B.2. above, when a regular, limited-term or probationary employee, employed in a class other than Administrative Management, Executive Management or Law Enforcement Management, is reassigned or reduced to an Administrative Management class, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Sections 1.A.1 and 1.A.2, above.

4. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the discretion 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 from the service at any time without notice, cause or 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 notice, cause or right of appeal or hearing except as provided in C.3., below.
- b. When an employee fails his or her promotional probation, the employee shall have the right to return to his or her former class provided the employee was not in the previous class for the purpose of training for a promotion to the 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.

- c. 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 unlawful discrimination by the County may submit a grievance at Step 3 of the grievance procedure within ten (10) days after receipt of notice of failure of new probation/

D. General Provisions

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

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 period resulting from the Official or Military Leave of Absence shall end with the first day of the pay period after said extended date. An employee who is suspended shall have his or her probation extended by the length of the suspension, with the extended probation period ending with the first day of the pay period after said extended date.
2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure which is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the County receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period which is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Supervisors.

3. Upon recommendation of the Agency/Department or request of the employee with concurrence of the Agency/Department, the probation period of an employee may be extended at the sole discretion of the Human Resources Director for a period not to exceed one hundred eighty (180) calendar days provided such action is approved by the Human Resources Director before the normal probation period is completed.

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

4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document which has an expiration date which would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee serves a probationary period which is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

Section 2. 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.

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 Human Resources Director 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 XVI, 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, 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 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. In such a case the employee shall be reassigned within five (5) working days.
- B. An Agency/Department may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary or limited-term employee in a higher level vacant regular or limited-term position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours but not to exceed eighteen (18) months.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status 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 counsel and advise employees retired for physical disability about reemployment opportunities with the County.
- B. Employees retired for physical disability who, within two (2) years from date of retirement, or date their disability retirement is discontinued, request and qualify for positions in the County service shall be placed on the County Preferred Eligible List with respect to such positions. They will be placed on such list in chronological order of retirement but following the last person on layoff status. They will remain on such list for a period of two (2)

years from date of retirement, or date their disability retirement is discontinued, except that:

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

Section 7. Reemployment of Regular Employee

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

Section 8. Time Off for Selection Procedures

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

ARTICLE IX LEAVE PROVISIONS

Article IX, LEAVE PROVISIONS, Section 1, Sick Leave, shall not apply to Law Enforcement management employees hired on or after July 15, 1977. (See Part 5 Article XXV, Section 6.) Law Enforcement management employees hired prior to July 15, 1977 shall be covered under Article IX, LEAVE PROVISIONS.

Section 1. Sick Leave

A. Annual Leave

With the exception of eligible Law Enforcement Management, or those units with an existing Annual Leave Plan, authorize the Human Resources Director to establish an Annual Leave Plan.

B. Accumulation of Sick Leave

1. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
2. During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period to a maximum of eighty (80) hours in a pay period (approximately seventy-two [72] hours per year).
3. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period to a maximum of eighty (80) hours in a pay period (approximately ninety-six [96] hours per year).
4. Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
5. Extra help employees shall not earn sick leave.

C. 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 Agency/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 Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent or legal guardian.
5. 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 Agency/Department shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the Agency/Department with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
6. Absence from duty because of personal business not to exceed thirty (30) working 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.

D. Prohibited Uses of Sick Leave

Sick leave shall not be applied to:

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

E. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when the Agency/Department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. a. Upon paid County retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

- b. Not more than once in each fiscal year, an employee hired prior to July 15, 1977, who as of date of request, is eligible for Tier 1 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.

4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by paragraph D.3., above.
5. When a person is reemployed in a regular or limited-term position, the Human Resources Director may, upon the request of the Agency/ Department, apply the period of previous County continuous service for the purpose of determining sick leave earning rates.

Section 2. Bereavement Leave

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

Section 3. Authorized Leave Without Pay

A. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an Agency/ Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Agency/Department except in cases where Official Leave has been authorized pursuant to B.4., 5. and Section 10.A., below. The Agency/ Department Head may require that all accumulated compensatory time be used prior to granting of Agency/Departmental Leave. The use of earned annual leave or vacation prior to the obtaining of Agency/Departmental Leave shall be at the option of the employee. If the Leave qualifies as Family Leave pursuant to applicable law, the Agency/Department Head may require that all sick leave, compensatory, vacation and annual leave time be used prior to granting an Agency/Departmental Leave except that the use of sick leave shall be subject to the provisions of Article IX, Section 1.C. and D., above.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in 2. and 3., below. Such Leave may be authorized only after an employee's completion of an Agency/Departmental Leave and after all compensatory and vacation accruals have been applied toward payment of the absence. For Law Enforcement Management employees covered by the Annual Leave Plan, the department may also require that all or a portion of annual leave be used prior to

granting such leave, consistent with Annual Leave provisions, and in consideration of circumstances.

2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Agency/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 Agency/Department denies the extension of such Leave, the provisions of 5. and 6., below, shall not apply.
3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 11 and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Agency/Departmental Leave and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Article IX, Section 1.C., above, the employee may be required to apply all sick leave or annual leave accruals toward payment of the absence before an Official Leave will be authorized.
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 lessor of two (2) weeks notice or the maximum allowable under applicable law. If an employee does not give the two (2) weeks notice prior to the date he or she wants to return to work, the Agency/Department shall not be required to return the employee to work until the employee gives such notice; however, the Agency/Department may waive the notice or reduce the notice period at its discretion.
5. The Agency/Department shall indicate on the request its recommendations as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Human Resources Director. If the Human Resources Director approves the request, he or she shall deliver a copy to the Auditor-Controller and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave, the employee and/or the Agency/Department may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Board of Supervisors. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the appealing Agency/Department shall notify the Human Resources Director whether he or she will submit his or her position in a written statement or wishes to appear before the Board. The County may present its position in the same manner as the employee presents

his or her position. The Board of Supervisors, at its discretion, may designate one (1) or more Executive Assistants to meet with the employee and decide such appeals. The decision 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 Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's Agency/Department only where the employee is unable to initiate such action, except in cases where the provisions of Section 10.A. apply.
3. An employee who has been absent without pay due to a Leave granted pursuant to Sections 3, 4, 9 and/or 11 of this Article shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 8., below, unless he or she returns to work at the end of the Leave or receives approval for an extension of his or her Leave.

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 covering diagnosis, prognosis and expected date of return and period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave, compensatory, vacation and annual leave time have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.
- B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B., above.

- C. 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. 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. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from County employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Agency/ Department Head prior to the expiration of the time limit specified in A., above.
- C. When an employee has been absent without authorization and the County plans to invoke the provisions of 8.A., above, at least ten (10) calendar

days prior to accepting and entering an automatic resignation, the County shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:

1. a statement of the County's intention to accept and enter the employee's automatic resignation 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 employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the Agency/Department as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave, and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Agency/Department to be ready, able and willing to resume the full duties of his or her position.
- E. An employee who is permitted to continue his or her employment pursuant to C. and/or D., above, shall not be paid for the period of his or her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Agency/Department determines it is appropriate to use sick leave, compensatory time, vacation or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the County may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article XIV, DISCIPLINARY ACTION.

Section 9. 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 and compensatory time has been applied toward the absence.
 - 5. For Law Enforcement Management employees covered by the Annual Leave Plan, all accrued compensatory time and the portion of accrued 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 Agency/Department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 10. Workers' Compensation Leave

- A. When an injury is determined to be job-related in accordance with Article XV, 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 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.

An employee whose Workers' Compensation Leave ends pursuant to this provision and who does not return to work or obtain Agency/Department approval for an authorized leave of absence shall be considered to be absent without authorization.

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

Section 11. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law for the following situations:
 - a. An employee's serious health condition (see Section 4, above).
 - b. The birth of a child or placement of a child for adoption or foster care (also see Section 9, above).
 - c. 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" who is either under eighteen (18) years old or adult dependent child incapable of self-care because of mental or physical disability.

2. Employees must request and identify their need for Family Leave. Requests for Family Leave may also fall under the provisions of Sections 3, 4, and 9, above.
3. The County shall determine if a request for Family Leave is valid within the parameters of applicable law.
4. When a request for Family Leave is approved, the Agency/ Department shall determine if sick leave, compensatory vacation time, and/or annual leave is to be applied and shall determine the order in which such time is applied. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IX, Section 1.B.

B. Notification Requirements

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

C. Verification

1. The County may require certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his/her duties because of condition (if leave is for own serious health condition) or that care is needed (if leave is for child, spouse or parent).
2. The County may require a medical statement covering diagnosis, prognosis, and expected date of return.
3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

ARTICLE X VACATION

Article X, VACATION, shall not apply to Law Enforcement Management employees hired on or after July 15, 1977 (See Part 5 Article XXV, Section 6.) Law Enforcement management employees hired prior to July 15, 1977 shall be covered under Article X, VACATION.

Section 1. Accumulation of Vacation

- A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
- B. A new employee in a full-time regular or limited-term position shall earn eighty (80) hours of vacation when the employee has accumulated two thousand eighty (2080) regularly scheduled paid hours. The employee shall earn a second eighty (80) hours of vacation when he or she has accumulated four thousand one hundred sixty (4160) regularly scheduled paid hours and a third eighty (80) hours of vacation when he or she has accumulated six thousand two hundred forty (6240) regularly scheduled paid hours. The employee shall in addition earn .0193 hours of vacation for each hour of pay during the regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- C. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .077 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year) but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- D. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .0962 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately two hundred [200] hours per year), under the same terms and conditions as for the prior rate of accrual.
- E. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio

shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The employee shall in addition earn .0193 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.

- F. The maximum allowable vacation credit at any one (1) time for a full-time employee with less than ten (10) years of full-time continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees.

Section 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article IX, Section 1.D.) 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 towards the required ten (10) years (Article IX, Section 1.D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional vacation earned during the period of vacation may be taken consecutively.
- E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- F. Vacations shall be scheduled for employees by their Agency/Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. No scheduled vacation will be cancelled except in cases of emergency.
- H. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article IX, Section 1.C.5.

- I. 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.
- J. 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.
- K. 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.
- L. During each fiscal year, a Law Enforcement Management employee may request to be paid for accrued vacation in either two (2) separate increments up to forty-five (45) hours each, or one (1) increment of up to ninety (90) hours. Additionally, in the event work requirements preclude an employee's use of earned vacation leave and such employee has reached the maximum vacation accumulation provided in Article IX, Section 1.F., such employee may, once each fiscal year, request to be paid up to an additional ten (10) hours of accrued vacation.
- M. When a person is re-employed in a regular or limited-term position, the Human Resources Director may, upon the request of the Agency/ Department, apply the period of previous County continuous service for the purpose of determining vacation earning rates.

Section 3. Vacation Incentives for Critical Management Appointments

As an incentive for filling critical management positions, and upon recommendation of the Agency/Department Head, and concurrence of the County Executive Officer, as part of an offer of employment, a candidate may be granted a vacation balance of up to three (3) weeks, and accrue at the maximum rate upon appointment.

ARTICLE XI HOLIDAYS

Section 1. Holidays Observed

A. Except as modified in Section 1.B., below, County employees shall observe the following holidays:

2002: New Year's Day, January 1
 Martin Luther King, Jr.'s Birthday, January 21
 Lincoln's Birthday, February 12
 Washington's Birthday, February 18
 Memorial Day, May 27
 Independence Day, July 4
 Labor Day, September 2
 Columbus Day, October 14
 Veteran's Day, November 11
 Thanksgiving Day, November 28
 Day After Thanksgiving, November 29
 Christmas Day, December 25

2003: 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
 Columbus Day, October 13
 Veteran's Day, November 11
 Thanksgiving Day, November 27
 Day After Thanksgiving, November 28
 Christmas Day, December 25

2004: 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 31

B. Except as provided in Section 1.E., below, if a holiday, designated in 1.A., above, falls on a Saturday but is observed on the preceding Friday by the Municipal and/or Superior Courts, employees who have been designated by the County as being necessary to the operation of said courts may be allowed to observe the Court observed Friday holiday in lieu of the Saturday holiday provided such employees are given notice of their work schedule change not less than thirty (30) calendar days prior to the holiday.

- C. When a holiday other than Christmas Day, falls on a Sunday, the next day shall be observed as the holiday.
- D. When New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
- E. When Christmas Day falls on a Sunday, the next day (Monday) shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Agency/Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the following Monday.
- F. When Christmas Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday unless an employee is required to work on December 25 as part of his or her normal work schedule. In such cases the employee may, with Agency/Department approval, observe the holiday on December 25. Under no circumstances shall an employee receive holiday compensation for both December 25 and the Friday immediately preceding.

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 eight (8) hours pay computed at the employee's basic hourly rate. A part-time

employee scheduled to work but permitted to take the day off shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.

B. Compensation for Holidays Falling on Scheduled Days Off

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

C. Compensation for Work on Holidays

1. An employee who is required to work on Columbus Day, Veteran's Day, Day after Thanksgiving, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday or Washington's Birthday and who meets the eligibility requirements contained herein shall receive his or her regular pay for each hour worked.
2. An employee who is required to work on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day shall receive pay computed at one and one-half (1 1/2) times the employee's basic hourly rate for the number of hours actually worked, to a maximum of eight (8) hours.
3. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall receive in addition to pay as provided in C.1. or 2. of this Section compensatory time for each hour worked to a maximum of eight (8) hours.

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

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

F. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the County. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE XII REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

- A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be paid the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car for each mile driven during each monthly period.

- B. An employee who is required by the County to furnish a privately owned vehicle for the performance of his or her duties shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:
 - 1. in which the employee has not actually worked eighty (80) hours;
 - 2. unless the employee claims the ten (10) dollar minimum and the Agency/Department certifies that the employee was required to use a privately owned vehicle on County business.

Section 2. Personal Property Reimbursement

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

Section 3. Optional Benefit Plan

- A. Each eligible employee shall be entitled to select benefits from those listed below at a cost to the County, not to exceed two thousand (2,000), effective the beginning of each calendar year.

- B. The purpose of the plan is to provide options to individual employees to best meet the needs of themselves and dependents while enhancing the employee's expertise and skills on the job.

The options available shall include the following types of benefits such as:

- 1. cash (taxable);
- 2. professional conferences which are job related (employee only) including fees and other expenses while attending;
- 3. professional memberships, licenses and certificates which are job related (employee only);

4. professional journals and periodicals (employee only) which are job related;
 5. Health/Accident;
 - a. health care and/or dental (employee and/or dependents) as permitted in the Internal Revenue Code. Examples of items covered under this provision include deductibles, eye care, lenses and frames, orthodontics;
 - b. employee's share of Accidental Death and Dismemberment coverage for employee and dependents available through the County.
 6. A Deferred Compensation Plan through the County of Orange.
- C. The Human Resources Director shall administer the plan in accordance with the stated purpose. Each employee to be eligible must file an intent to participate statement and follow instructions prepared by the Human Resources Director. If an employee does not enroll prior to the commencement of the plan, the employee shall receive a taxable cash lump sum the first pay period after becoming eligible for the plan. Employee designations are irrevocable unless they have a change in family status. For expenses to be eligible, they must be incurred during a plan period in which an employee is eligible. Claims may be filed at anytime during the plan period and all claims must be filed no later than March 31st the next year. The Human Resources Director shall notify the Auditor-Controller in writing of payments to be made to employees. Such notification shall constitute authorization for the Auditor-Controller to make payments.
- D. Eligibility - a regular, limited term or probationary employee is eligible to receive the optional benefit provided he or she is continuously employed in a regular full-time capacity in a class designated as Administrative Management. Part-time employees working twenty (20) hours or more in a work week will be eligible to receive fifty (50) percent of the optional benefit amount available to full time employees. Employees hired or promoted after the commencement of a plan will be eligible for the optional benefit on a pro rata basis the first day of the month following the twenty-eighth day in an Administrative Management classification.
- E. Any portion of the Optional Benefit allocated towards the health reimbursement category as outlined in Section 3.B.5.a. will be subtracted from the amount the employee is eligible for under the County's Health Care Reimbursement Account (if the employee participates).
- F. Any portion of the optional benefit not incurred within the plan period shall remain County funds.

- G. Claims shall be made on forms provided by the County on which claimant declares the category of service received as defined in the plan, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided and the amount being claimed. The Auditor-Controller shall pay claims submitted with a declaration under penalty of perjury signed by the claimant and approved by the Human Resources Director. The Human Resources Director will approve for payment only those claims which are accompanied by documentation that an eligible expense has been incurred during the plan period.

ARTICLE XIII FLEXIBLE SPENDING ACCOUNTS

Section 1. Flexible Spending Accounts

The County will administer the following Flexible Spending Accounts:

A. Health Care Reimbursement Account (HCRA)

The County will administer a Health Care Reimbursement Account that will allow employees eligible to participate in a County health plan 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 in the Internal Revenue Code. The annual amount an employee is eligible to allocate is five thousand (5,000) dollars. The HCRA will be effective January 1, 2002 or as soon as practicable thereafter.

B. Dependent Care Reimbursement Account (DCRA)

The County will administer a Dependent Care Reimbursement Account that will allow employees eligible to participate in a County health plan 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 in the Internal Revenue Code.

ARTICLE XIV 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 substandard performance evaluation given to a regular, limited-term or probationary employee must be reviewed and approved by the Agency/ Department Head before it is given to the employee. A written reprimand or substandard performance evaluation given to a regular, limited-term or probationary employee may be appealed through the grievance/appeal procedure. Such appeal shall be initiated at Step1 of the grievance/appeal procedure.

Section 2. Emergency Suspensions of Five Days or Less

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

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

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

1. a description of the proposed action and its effective date(s);
 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. copies of material on which the proposed action is based;
 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 5. a statement of the employee's right to representation;
 6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated agency/ department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may represent himself or herself or may be represented by the recognized employee organization in a hearing pursuant to this Article.
- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action except that such written notice may be given after suspensions pursuant to Section 2., above.
- F. 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.
- G. 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 XIV, an appeal of suspension shall be initiated at Step 3 of the grievance/appeal procedure, except for suspensions imposed by the County Executive Officer, which may be referred directly to arbitration.
- D. No regular, limited-term or probationary employee shall be suspended for less than 5 days (40 hours) except for a serious safety violation.

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 XIV, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at Step 3 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 Human Resources Director 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 XIV, 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 or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Resolution, unless otherwise agreed to in writing by the parties.

ARTICLE XV 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 Article VI through Article XXIII (Administrative Management) of this Personnel and Salary Resolution adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
 - 1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, minute orders, which do not incorporate the provisions of this Personnel and Salary Resolution;
 - 2. matters which have other means of appeal including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;
 - 3. position classification;
 - 4. standard or better performance evaluations.

Section 2. Basic Rules

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and the employee or the recognized employee organization any step of the procedure may be waived.
- D. The Human Resources Director may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, Agency/Department-wide or County-wide basis in an emergency situation. The recognized employee organization 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.

Section 3. Submission of Grievances

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

Section 4. Employee Representation

- A. An employee may represent himself or herself or may be represented in the formal grievance/appeal procedure.
- B. Representation at Step 1 of the grievance procedure shall be limited to an employee grievance/appeal representative employed in the Agency/ Department or representation unit in which the grievance is filed.

Section 5. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter, or to meet with his or her grievance/appeal representative.
 - 2. An employee 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 employee 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 employee 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 employee 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 employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that:
 - a. the employee representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Immediate Supervisor

An employee may formally submit a grievance to the immediate supervisor within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within seven (7) calendar days after receipt of the written grievance, the immediate supervisor and/or such other representative(s) as may be designated by the Agency/Department

shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Agency/Department Head

If the grievance is not settled under Step 1, it may be presented to the Agency/Department Head. The grievance shall be submitted within seven (7) calendar days after the receipt of the written decision from Step 1. Within seven (7) calendar days after the receipt of the written grievance, the Agency/Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 3: Human Resources Director

If the grievance/appeal is not settled under Step 2 and it concerns:

- A. an interpretation or an application of this Personnel and Salary Resolution;
- B. a substandard performance evaluation;
- C. a written reprimand; or
- D. a probationary release alleging discrimination,

it may be appealed in writing to the Human Resources Director within seven (7) calendar days after receipt of the written decision from Step 2. Appeal of a suspension and/or a reduction ordered by an Agency/Department Head or his or her designated representative may be submitted in writing at Step 3 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Human Resources Director 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 Human Resources Director in A., B., and C., above shall be final and binding and shall not be referable to higher County authority or arbitration, except as described in Section 9. of this Article.

Section 8. Referrals to Arbitration

A. Disciplinary Appeals

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 3, it may be presented to the Human Resources Director within seven (7) calendar days from the date the decision was rendered.
- b. An appeal from any discharge or from a suspension or reduction imposed by the County Executive Officer may be presented to the Human Resources Director within ten (10) calendar days from the date the action becomes final.
- c. All disciplinary appeals shall be signed by an employee or by a representative of the recognized employee organization 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 XIV, Section 8. of the Personnel and Salary Resolution?
- e. As soon as practicable after a suspension, reduction or discharge appeal is presented to the Human Resources Director, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

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

a. All Disciplinary Actions

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

b. Suspensions/Reductions

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

c. Discharges

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

B. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in grievances filed pursuant to Article VIII, Section 1.C.3., shall be as follows and shall be submitted consistent with Section 8.A., above.
 - a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination by the County?
 - b. If so, what shall the remedy be under the provisions of Article XV, Section 8.2 a., Findings of Facts and Remedies, of the Personnel and Salary Resolution?
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.
 - b. In the event the arbitrator finds unlawful discrimination, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
 - c. In the event the arbitrator finds unlawful discrimination, and also finds that the discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:

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

C. General Provisions

1. The cost of an arbitrator shall be shared equally in all costs by the County and the appealing party except when the appealing party solely alleges unlawful discrimination, in which case the County shall bear the full cost. When the grievance involves both discrimination and other 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 one (1) day unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the County Executive Officer.
4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
5. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for

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

6. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
7. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
8. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
9. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
10. The parties agree to forego the use of briefs and transcripts whenever practicable.

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

Section 9. Supplemental Layoff Appeal Procedure

An Administrative Management employee in the Social Services Agency may appeal an alleged misapplication of the County's Supplemental Layoff Procedure through the County's Supplemental Layoff Appeal Procedure applicable to grant-aided agencies/departments.

ARTICLE XVI LAYOFF PROCEDURE

Section 1. General Provisions

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

Section 2. Order of Layoff

- A. When a reduction in the work force is implemented, each Agency/Department Head shall determine, subject to CEO approval, which employees are subject to layoff based on the needs of the organization.
- B. In considering which employees shall be subject to layoff, consideration shall be given to knowledge and skills related to organizational need and the employee's performance.

Section 3. Notification of Employees

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

Section 4. Rehire Lists

- A. The names of persons laid off shall be placed on an Agency/Departmental Rehire List for each class in the occupational series at or below the level of the class from which laid off.
- B. Persons on the Agency/Departmental Rehire List for that class will be considered prior to eligibles on other types of eligible lists. If rehire is offered to a class other than that from which the person was laid off, such person must first meet the minimum qualifications and pass any required performance test for that class.
- C. Names of persons placed on the Agency/Departmental Rehire List shall remain on the list for two (2) years, except that:
 - 1. A person who rejects or fails to respond within five (5) calendar days to an offer of employment in a particular class shall be removed from the list for that class.
 - 2. A person who declines referral for an interview in a particular class shall be removed from the list for that class.
 - 3. A person who retires from the County shall be removed from all lists.

- D. In the event two (2) or more agencies/departments are consolidated while Agency/Departmental Rehire Lists are in effect, such lists shall be combined and treated as one (1) list by class in accordance with the preceding provisions. When a transfer of one (1) or more functions of one Agency/Department to another Agency/Department occurs, employees previously laid off from such function(s) who are on an Agency/Departmental Rehire List for the Agency/Department losing such function(s), shall be removed from such list and shall be placed on a Rehire List by class for the agency/department acquiring such function(s) and treated in accordance with the preceding provisions.

Section 5. Status on Rehire

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

Section 6. Supplemental Layoff Procedure

- A. Layoffs of Administrative Management employees in the Social Services Agency shall be implemented in accordance with the County's Supplemental Layoff Procedure applicable to grant aided agencies and departments.

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

Section 1. Treatment of Industrial Injuries

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

Section 2. Workers' Compensation Supplement Pay

- A. Law enforcement employees covered by Section 4850 of the Labor Code shall receive leave and benefits as provided by Section 4850.
- B. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.
- C. 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 and/or vacation, in that order.
- D. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- E. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all 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 sick leave, compensatory time and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- F. 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.

- G. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in paragraph 2.B., above.
- H. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation and/or annual leave earning rates.

Section 3. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive full compensation for a period not to exceed eighty (80) working hours for a full-time employee or fourteen (14) calendar days for a part-time employee. If the absence extends beyond the applicable period, sick leave, compensatory time, vacation and/or annual leave may be used, at the employee's option, in that order.

Section 4. Injury to Reserve Deputy Sheriff

Whenever a Reserve Deputy Sheriff employed by the County is compelled to be absent from his or her regular employment due to injury arising out of and in the course of his or her employment as a Deputy Sheriff-Emergency Service, he or she shall receive temporary disability and/or permanent disability benefits as set forth under California Labor Code, Section 4458 or 4458.2 as applicable.

ARTICLE XVIII SAFETY

Section 1. General Provisions

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

Section 2. Abatement of Violations

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

ARTICLE XIX INSURANCE

Section 1. Health Plans

- A. Except as modified by Section 1.B., C. and D., below, the County will offer health plans to all regular, limited term and probationary employees and their dependents. The County will share the costs of such health plans as provided in the Health Plan Rate Schedule adopted by, and as may be modified by, the Board of Supervisors.
- B. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.
- C. The County will pay the full cost of employee and dependent coverage for two full-time employees married to each other. Two married full-time employees enrolled in the same health plan must be enrolled as employee married to employee.
- D. For employees who are on approved Family Leave pursuant to Article IX, Section 11 and applicable law, the County shall continue to pay health insurance premiums as provided in A., B. and C., above, to the extent required by applicable law.
- E. New eligible employees will be enrolled in the health plan of their selection effective the first day of the month following the first thirty (30) days of employment. Eligible full-time employees failing to elect a plan will be enrolled in the Wellwise Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell Health Plan, employee only. New employees will not be eligible for enrollment in Indemnity Plan A.
- F. Terminated employees will continue to be eligible for health plan benefits until the last day of the calendar month in which they terminate employment.
- G. The County shall provide for an open enrollment period once each calendar year for employees, employees' dependents, and retirees to change their enrollment in a County health plan. Enrollment in Indemnity Plan A is restricted to employees who were enrolled in Indemnity Plan A on December 31, 1987 and have not subsequently changed their enrollment to another health plan.

Section 2. Other Insurance Coverage and Physical Examination

- A. The County will provide to all full-time regular, limited-term and probationary employees the following:

1. Short-term Disability Insurance Plan at no cost to the employee to provide, after sick leave and/or annual leave is exhausted, sixty (60) percent of salary for up to one (1) year for certified nonoccupational injury or illness. The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability.
2. Long-term disability insurance coverage at no cost to the employee to provide up to sixty (60) percent of salary.
3. Life Insurance and Accidental Death and Dismemberment Insurance:
 - a. Life insurance and accidental death and dismemberment insurance will be provided based upon coverage as listed in the following table regardless of age:

<u>Salary</u>	<u>Grade</u>	<u>Insurance</u>	<u>Salary</u>	<u>Grade</u>	<u>Insurance</u>
	AML	\$45,000		HML	\$90,000
	BML	45,000		IML	100,000
	CML	50,000		JML	100,000
	DML	55,000		KML	100,000
	EML	60,000		LML	100,000
	FML	65,000		MM 1	60,000
	GML	70,000		MM 2	65,000
				ML A	65,000

Employees will have the option to purchase additional life and accidental death and dismemberment coverage including dependent coverage.

- b. The amounts of coverage may be adjusted from time to time based upon industry standards.
 4. Voluntary annual physical examinations by a County-designated physician at no cost to the employee.
- B. The County will provide dental insurance for the employee and dependents to all full time regular, limited term and probationary employees.

Part-time regular, limited-term and probationary employees will have the option of purchasing dental insurance for the employee and dependents by paying one-half the monthly rate paid by the County for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.

Section 3. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. 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.

Section 4. Retiree Medical Benefit

A. Retiree Medical Insurance Grant

1. Effective August 1, 1993, the County implemented a Retiree Medical Insurance Grant plan for employees who have retired from County service and who meet the eligibility requirements set forth in Section 5.B., below.
2. Upon paid County retirement, an eligible retiree who has enrolled in a County-offered health plan or Medicare Part A or Part B shall receive a Retiree Medical Insurance Grant.
3. An employee who separates from County service prior to meeting the eligibility requirements for the Retiree Medical Insurance Grant shall receive a lump sum cash payment equal to one (1) percent of salary for each year of qualifying service in accordance with D., below.
4. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered health insurance plan and/or Medicare premiums as provided in A.4.a. and A.4.b. below.
 - a. Upon implementation, the Retiree Medical Insurance Grant shall be an amount based on ten (10) dollars per month for each full year of service to a maximum of two hundred fifty (250) dollars per month. In each calendar year, the amount of such Grant shall be adjusted by the average percentage increase in County health plan premiums no later than the effective dates of such increases, not to exceed five (5) percent per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. All employees who become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in a County-offered health plan or Medicare. Should a retiree fail to enroll during the aforementioned period or should he or she terminate coverage or fail to make necessary payments, the retiree and

dependents shall forfeit any right to a Retiree Medical Insurance Grant.

B. Eligibility Requirements for Retiree Medical Insurance 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.
2. Retiree must have retired with at least ten (10) years of County service except as provided in B.2.a., b., c., and d. below:
 - a. A retiree who receives a service-connected disability retirement from the County shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of County service, whichever is greater.
 - b. A retiree with a minimum of five (5) years of County service who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of County service. An employee with less than five (5) years of County service who receives a non-service connected disability retirement shall not be eligible for a Retiree Medical Insurance Grant.
 - c. A separated employee who has less than ten (10) years of County service or is under normal retirement age and requested a service or non-service connected disability retirement shall not be eligible to receive either the Retiree Medical Insurance Grant or the cash distribution until a determination of disability status is made by the Board of Retirement.
 - d. A separated employee who receives a lump sum cash benefit pursuant to this Section shall be ineligible for the Retiree Medical Insurance Grant if, at a later date, the Board of Retirement grants a disability retirement.
3. All eligible retirees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance 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 Retiree Medical Insurance Grant.
4. Deferred Retirement
 - a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must

defer participation in the Retiree Medical Insurance Grant until such time as he or she becomes an active retiree.

- 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 Retiree Medical Insurance Grant.
5. For purposes of this Section, a full year of 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.

C. Employee Contribution

Effective July 23, 1993, all regular, limited-term and probationary employees shall contribute one (1) percent of their base salary, exclusive of overtime and premium pay, through payroll deduction to the County to be applied to the cost of medical insurance premiums.

D. Cash Benefit

1. An employee who separates from the County and does not qualify for a Retiree Medical Insurance Grant shall receive a cash amount equal to one (1) percent of average base hourly rate for all qualifying hours on or after the first day of the pay period in which the Retiree Medical Benefit is implemented. The average base hourly rate shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately preceding separation from the County.
2. An employee with less than six thousand two hundred forty (6240) regularly paid hours shall receive a cash amount equal to one (1) percent of average base hourly rate for all qualifying hours on or after the first day of the pay period in which the Retiree Medical Benefit is implemented. The average base hourly rate shall be calculated on base salary over all regularly paid hours immediately preceding separation from the County.
3. Eligibility for receipt of the Retiree Medical Insurance Grant shall permanently revoke any claim to a cash benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Retiree Medical Insurance Grant. Eligibility for receipt of the lump sum cash payment provided in this Section shall permanently revoke any claim to the Retiree Medical Insurance Grant.

E. Survivor Benefits

1. A surviving spouse who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Retiree Medical Insurance 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 Retiree Medical Insurance Grant shall receive the survivor benefit described in E.1., above, or his or her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

ARTICLE XX DEFERRED COMPENSATION

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

ARTICLE XXI RETIREMENT

- A. For employees hired on or before September 20, 1979.
1. Such employees are provided a one-fiftieth (1/50) retirement benefit formula per Section 31676.12 of the Government Code for general members and Section 31664.0 for safety members.
 2. The retirement allowance will be computed on the highest one (1) year of final compensation per Government Code Section 31462.1.
 3. Members' normal contribution rates shall continue to be established as provided by Section 31621.5 of the Government Code for general members and 31639.5 for safety members.
 4. 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.
 5. The County will pay toward the employee's total retirement contribution, as determined by A.3. and 4., above, the statutory maximum allowable under the provisions of Government Code Section 31581.1 up to one-half (1/2) for general and safety members.
- B. For employees hired on or after September 21, 1979.
1. General members will be provided a one-sixtieth (1/60) retirement benefit allowance as provided in Section 31676.1 of the Government Code.
 2. Safety members will be provided a one-fiftieth (1/50) benefit formula per Section 31664.0 of the Government Code, except as provided in E. below.
 3. The retirement allowance of general and safety members will be computed upon the employee's highest three (3) years of compensation per Government Code Section 31462.
 4. Members' normal contribution rates shall be as provided by Government Code Section 31621 for general members and 31639.25 for safety members.
 5. 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.

6. The County will pay toward an employee's total retirement contribution as determined by B.4. and 5., above, the statutory maximum allowable by Government Code Section 31581.1 up to one-half (1/2) for general and safety members.
- C. Members' normal cost-of-living contributions will be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Retirement Board and the Board of Supervisors.
 - D. Effective June 29, 2001, the County will pay any remaining employee retirement contributions normally required of general and safety members, pursuant to government code Section 31581.2.
 - E. Effective June 28, 2002, the retirement benefit formula for safety members in the Sheriff-Coroner Department and District Attorney's Office is provided for in Government Code Section 31664.1. Effective June 28, 2002 and continuing through October 16, 2003, Law Enforcement Management employees shall pay an amount equal to 1.78% of their basic hourly rate for each hour paid in each pay period. Effective October 17, 2003, the 1.78% payment shall cease.

ARTICLE XXII COMPENSATION FOR CLASSES ON THE MANAGEMENT SALARY RANGES

Section 1. Salary Adjustments

- A. The Human Resources Director has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.
- B. All employees on the LM, ML-A-C and MU salary ranges shall be eligible for performance based salary increases in accordance with the Management Performance Plan.

Section 2. Salary Adjustment for Extra Help Employees

At the discretion of the Agency/Department Head, all extra help employees compensated on the management salary ranges (LM, ML-A-C, ML-E and MU) shall be eligible to receive up to a 3.75% salary increase effective January 10, 2003.

Section 3. Equity Adjustments

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, individual performance and sound management principles, approve additional individual salary increases which shall not exceed twenty-five (25) percent; however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

Section 4. Range Constraints

- A. No employee's salary shall exceed the maximum of the salary range, except pursuant to Y-Rate provisions of Article VI.
- B. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he or she is employed.

PART 3 - EXECUTIVE POLICY UNIT

ARTICLE XXIII EXECUTIVE POLICY UNIT

Effective September 7, 2001, an Executive Policy Unit, comprised of employees designated as "confidential" shall be established. The Meyers-Milias-Brown Act (MMBA), as set forth in the California Government Code, Sections 3500-3510, governs labor-management relationships in California local government. MMBA permits employers to adopt rules for designating confidential employees, and excluding them from representing any employee organization that represents other employees in the agency. "Confidential Employee" is broadly defined as an employee who is privy to information that affects employee relations.

Section 1. Confidential Employees

- A. Confidential employees shall be those individuals who, in the course of their daily work activities, are required to develop or present management positions with respect to employer-employee relations, or whose duties normally require access to confidential information contributing significantly to the development of management positions on issues.
- B. Effective September 7, 2001, the following employees shall be designated as confidential:
 1. Executive Secretary to the County Executive Officer
 2. Executive Secretaries to Assistant County Executive Officers
 3. Assistant to the County Executive Officer
 4. All represented staff and administrative management employees assigned to CEO/Office of Human Resources.
 5. CEO/Office of Finance, Senior Budget Services Managers
 6. Senior Manager, CEO/Risk Management
 7. County Counsel Personnel and Labor Relations Attorneys

Section 2. Benefits

Effective September 7, 2001, in addition to any and all benefits accorded to employees as part of this Personnel and Salary Resolution and/or any applicable Memoranda of Understanding, the following benefits shall be assigned to employees designated as confidential:

A. Represented Employees

All represented employees designated as confidential shall receive a premium pay of five and one-half (5½) percent of the hourly rate of pay, while functioning in a position designated as confidential.

B. Executive Secretary, County Executive Officer

In addition to A. above, the Executive Secretary to the County Executive Officer shall receive an additional premium pay of five(5)percent of the hourly rate of pay.

C. Management Employees

County 401(a)Plan

1. Beginning September 7, 2001, the County shall contribute an amount equal to 3% of biweekly salary to the County 401(a) plan on behalf of each administrative management employee designated as confidential, up to an amount not to exceed the maximum annual contribution allowed by law.
2. The Human Resources Director or his/her designee shall administer the plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider. The Assistant CEO, Human Resources or his/her designee shall set up each eligible employee in the County's system in accordance with plan provisions so that a specified percentage of his/her biweekly salary is transferred by the Auditor-Controller directly to the Plan provider on his/her behalf.
3. Eligibility – Full time regular, limited term employees and part time employees working twenty (20) hours or more per week, hired, appointed or promoted after the commencement of this plan will be eligible for the 401(a) benefit upon his/her hire, appointment or promotion date. County contributions to the plan will be based on an eighty (80) hour pay period and dollars paid.
4. If an eligible employee subsequently transfers to an ineligible job classification, he/she will receive the County contribution through the last day of the pay period in which he/she remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total and permanent disability, retirement or separation from the County of Orange.

Optional Benefit Plan

1. Effective January 2002, each eligible administrative management employee designated as confidential shall be entitled to select benefits from those listed in Article XII, Section 3, 5., at a cost to the County not to exceed three thousand five hundred (3,500) dollars, effective the beginning of each calendar year.
2. All provisions which apply to Administrative Management shall also apply to management employees designated as confidential, except that the amount of the Optional Benefit Plan will be three thousand five hundred (3,500) dollars, per plan year.

Section 3. Requests to Designate Employees as Confidential

Annually, in September of each year, a Department/Agency Head may request specific employees, fitting the description of "confidential" be so designated. Requests shall be submitted in a form and format to be determined by the Human Resources Director. Upon review and approval of the County Executive Officer and the Human Resources Director, employees designated as confidential will be entitled to the benefits described in this article, effective the first pay period in January of the following year.

PART 4 - EXECUTIVE MANAGEMENT

ARTICLE XXIV TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS AND ELECTED OFFICIALS

Section 1. General Provisions

Except as otherwise provided in this Article or by State law or action of the Board of Supervisors and except where the natural construction of a provision indicates otherwise, the wages, hours and terms and conditions of employment for members of the Board of Supervisors, Executive Management employees, Executive Aides and Executive Assistants to members of the Board of Supervisors and elected officials shall be the same as adopted for employees in the Administrative Management Representation Unit. However, any provision requiring Agency/Department Head approval for Administrative Management employees shall be interpreted to require Board of Supervisors' approval in the case of nonelected Agency/Department Heads.

Section 2. Employees of the Board of Supervisors - General Provisions

- A. Employees in the classes of Executive Aide I, Executive Aide II, Executive Assistant shall be appointed and serve at the pleasure of the individual supervisors holding the offices to which such employees are assigned. They may be terminated at any time by the Supervisor holding that office and in such an event, shall have no right to any appeal or grievance procedure under any rule or regulation of the County.
- B. Each member of the Board of Supervisors shall determine the number of assistants for his or her office and the class and step or rate at which they will be employed, except that the salary for any individual Aide or Assistant shall not exceed the maximum rate of the applicable range. The classes to which they are assigned shall be one (1) of the following:

Executive Aide I
Executive Aide II
Executive Assistant

The qualifications, testing and methods of selection of the above described employees shall be determined by and at the discretion of the Supervisor appointing them. Each Supervisor shall promptly notify the Human Resources Department in writing of the name and compensation for each person appointed by him or her hereunder. The Supervisor shall notify the Human Resources Department of any change in the status of such persons as will affect their rate of compensation.

C. Salaries of Executive Aides and Executive Assistants

Salaries of the employees in the classes of Executive Aide I, Executive Aide II and Executive Assistant may be increased or decreased at any time at the discretion of the appointing Supervisor. The Board may, at any time, establish new salary ranges for such classes.

Section 3. Employees of Elected Agency/Department Heads

Employees in the class of Executive Assistant shall be appointed by and serve exclusively at the pleasure of the elected Agency/Department Head holding the office to which such employee is appointed. Employees in this class may be terminated at any time by the elected Agency/Department Head holding the office to which they were appointed without right of appeal under any rule or regulation of the County. Appointments ended under this provision are specifically excluded from the disciplinary grievance and appeals procedure.

The number of positions authorized in the class of Executive Assistant for elected Agency/Department Heads shall be established by the Board of Supervisors.

Each elected Agency/Department Head shall recommend for approval, by the County Executive Officer, the salary-range step or rate at which an employee will be compensated, except that the salary for any Executive Assistant shall not exceed the maximum rate of the range established by the Board of Supervisors for the class. The determination of the qualifications required and the testing and methods of selection used to appoint employees under this provision are at the discretion of the elected official holding the office to which the employees are appointed.

Section 4. Non-Elected Agency/Department Heads (Executive Management - Group II)

A. To the extent permitted by law, Agency/Department Heads appointed after July 4, 1986 shall serve at the pleasure of the County Executive Officer, (i.e. At Will). Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his or her At Will status. Agency/Department Heads who have voluntarily entered into At Will agreements prior to July 4, 1986 shall continue to serve as At Will employees. Such employees may be released from service at any time, without notice, cause, or rights of appeal, by the County Executive Officer. Non-elected Agency/Department Heads appointed after July 4, 1986 will be required to sign At Will agreements as a condition of employment.

B. The provisions of Section A. above shall not apply to:

1. The County Counsel and the Agricultural Commissioner whose

tenures are governed by statute.

2. The Public Defender who may be discharged, suspended or reduced for reasonable cause and only by a 3/5 vote of the Board of Supervisors.
 3. The Retirement Administrator who shall serve at the pleasure of the Retirement Board pursuant to Government Code 31522.2.
- C. To the extent permitted by law, the County Executive Officer may include a severance package, including pay and or health benefits in an At Will agreement entered into on or after November 9, 1999 for all Group II Executive Management employees as deemed necessary to recruit and retain qualified personnel. The severance package shall not exceed 90 calendar days from the date of termination of employment by the County. This severance provision shall not apply to any termination for cause implemented in accordance with the provisions of Article XIV and XV.

Section 5. Senior Management Officials (Executive Management - Group III)

- A. All Executive Management employees, other than Agency/Department Heads, shall serve at the pleasure of the Agency/Department Head (i.e. At Will). Prior to and as a condition of such appointment, the Human Resources Director shall obtain a written agreement from the prospective appointee acknowledging his or her At Will status.
- B. Except as provided for in C. and D. of this Section, upon removal, Group III Executive Management employees may be released from County service at any time, without notice, cause or rights of appeal or right to reduce to a lower level position, by the Agency Department Head.

Effective on or after November 9, 1999 the County Executive Officer may include a severance package, including pay and or health benefits in an At Will Agreement for Executive Management employees serving At Will as deemed necessary to recruit and retain qualified personnel. The severance package shall not exceed 90 calendar days from the date of termination of employment by the County. This severance provision shall not apply to any termination for cause implemented in accordance with the provisions of Article XIV and XV.

- C. Group III Executive Management employees in the Social Services Agency who do not share overall responsibility for all major agency/department functions and who serve At Will may be removed from their position at any time without notice, cause or rights of appeal. Upon removal, such employees have the right to return to a non-executive management position in which they passed probation prior to becoming At Will employees. Employees entering such positions from outside County service shall have no rights to a lower level position.

- D. Group III Executive Management employees in agencies/departments other than Social Services who do not share overall responsibility for all major agency/department functions and who serve At Will pursuant to agreements signed prior to November 9, 1999 may be removed from their position at any time without notice, cause, or rights of appeal. Upon removal, such employees have the right to return to a non-executive management position in a lower class or its equivalent in which they passed probation prior to becoming At Will employees. Employees entering such positions from outside the County service shall have no rights to a lower level position.

This provision shall not preclude an Executive Management employee from entering into a new At Will agreement pursuant to this Section.

Section 6. Life Insurance

Executive Management employees shall receive life and accidental death and dismemberment insurance in the amount of \$125,000, regardless of age, with the option to purchase additional coverage including dependent coverage.

Section 7. Sick Leave - Elected County Officers

Upon death or paid retirement of an elected County officer who was a County employee immediately preceding his or her term of office, the officer or his or her estate shall be entitled to be paid for a portion of the unused Sick Leave accumulated during that time the County official was a County employee, on the same basis as provided for County Administrative Management employees at the time of said death or retirement; provided, however, that the percent of unused Sick Leave paid for shall be based upon the years of service the officer was a regular County employee and at a rate determined by his or her final salary as a County employee. If the official elects to take deferred retirement, he or she shall not be eligible for the benefits set forth by this Section.

Section 8. Optional Benefit Plan

All provisions which apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan will be three thousand five hundred (3,500) dollars per plan year for Executive Management at the beginning of each calendar year.

Section 9. Health Plan Premiums

All provisions which apply to Administrative Management shall also apply to Executive Management except that for Group I Executive Management employees the County will pay one hundred (100) percent of the total health plan premium for such employees and their dependents.

Section 10. Salary Adjustments

Except as otherwise provided by law, the County Executive Officer is authorized to increase or decrease the salaries of Group II and Group III Executive Managers based on consideration of such factors as position responsibilities, performance, external market data and internal salary relationships. Salaries shall not be greater than the maximum or less than the minimum of the assigned salary range.

Section 11. County 401(a) Plan

- A. Beginning calendar year 1999, the County shall contribute an amount equal to 3% of biweekly salary to the County 401(a) Plan on behalf of each Executive Management Group II and III employee, up to an amount not to exceed the maximum annual contribution allowed by law.
- B. Beginning calendar year 1999, the County shall contribute an amount equal to 6% of biweekly salary to the County 401(a) Plan on behalf of Executive Management Group I employees, Board Members, County Executive Officer and Executive Director of the Local Redevelopment Authority, and the Director of Internal Audit up to an amount not to exceed the maximum annual contribution allowed by law.
- C. The Human Resources Director or his/her designee shall administer the plan in accordance with the stated purpose. Each employee to be eligible for this plan will be notified of his/her investment options under the plan. The eligible employee will be able to make investment changes to his/her plan through the 401(a) provider. The Assistant CEO, Human Resources or his/her designee shall setup each eligible employee in the County's system in accordance with plan provisions so that a specified percentage of his/her biweekly salary is transferred by the Auditor-Controller directly to the Plan provider on his/her behalf.
- D. Eligibility - Each employee as specified in the classifications listed in (A) and (B) above are eligible for this benefit. Eligible employees will be eligible for the 401(a) benefit upon his/her hire, appointment or promotion date. County contributions to the plan will be based on an 80 hour pay period and dollars paid.
- E. If an eligible employee subsequently transfers to an ineligible job classification, he/she will receive the County contribution through the last day of the pay period in which he/she remained eligible. The employee must leave his/her assets in the County 401(a) Plan until either death, total & permanent disability, retirement or separation from the County of Orange.
- F. The County 401(a) Plan may also serve as a qualified retirement plan for Board Members and Executive Management Group I employees provided that at the beginning of his/her term the elected official irrevocably elects to

participate in the 401(a) Plan in lieu of joining the Orange County Employees Retirement System (OCERS). For this purpose, the 401(a) Plan is a defined contribution plan with a minimum employer contribution of 7.5%. The additional 1.5% of salary contribution into the plan is added onto the 6% as mentioned above in (B) for a total County contribution of 7.5%.

PART 5 - LAW ENFORCEMENT MANAGEMENT

ARTICLE XXV TERMS AND CONDITIONS OF EMPLOYMENT FOR LAW ENFORCEMENT MANAGEMENT EMPLOYEES

Section 1. General Provisions

Except as otherwise provided in this Article, the wages, hours and terms of conditions of employment for employees in Law Enforcement Management (Appendix E) shall be the same as adopted for employees in Administrative Management.

Section 2. Work Period

If any Law Enforcement Management employee is required to work an unusually large number of hours as a result of civil disturbances, barricaded suspects, hostage situations, police emergencies, floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Department Head may authorize additional compensation for such an employee or group of employees whom the Department Head determines should receive additional compensation. The rate of such compensation shall not exceed the employee's regular biweekly pay rate.

Section 3. Life Insurance

Life insurance and accidental death and dismemberment insurance will be provided at amounts based upon the coverage as listed in the following table:

<u>Salary Grade</u>	<u>Insurance</u>
LM 1	\$85,000
LM 2	\$90,000

Employees will have the option to purchase additional life and accidental death and dismemberment coverage including dependent coverage.

Section 4. Compensation for Classes on the LM Salary Ranges

Salary Adjustments:

- A. The Human Resources Director has the authority to allocate classes to management ranges, and to determine the salary level of employees assigned to a new range.
- B. All employees on the LM salary range shall be eligible for performance based salary increases in accordance with the Management Performance Plan.

C. Market Differential

Adjustments to the LM 1 and LM 2 salary ranges will be agendized for Board of Supervisors approval when range adjustments to the Peace Officer and Supervising Peace Officer salary ranges are approved, in order to maintain consistent salary differentials implemented in 1998.

D. Equity Adjustments

1. Any other provision of this Personnel and Salary Resolution notwithstanding, any newly appointed Lieutenant or Supervising Attorney's Investigator whose salary is below the top of the second quartile on the salary range and whose performance is rated standard or better shall have his or her salary advanced to approximately the top of the second quartile on the salary range.
2. Upon recommendation of the Department Head, the County Executive Officer, may, in those instances where he or she determines that it is in the best interest of the County, approve additional individual salary increases which, when added to the amount the individual received pursuant to the above section, shall not exceed twenty (20) percent; however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

E. Performance Based Increases Within Range

1. A performance based salary increase eligibility date shall be established for each regular, limited-term and probationary employee. This annual performance based salary increase eligibility date shall be the beginning of the last pay period in October of each year. Salary increases authorized for eligible employees by the Department Head pursuant to this section shall be effective on the performance based salary increase eligibility date.
2. Except as provided herein, all regular, limited term and probationary employees employed in a Law Enforcement Management class on the performance based salary increase eligibility date described above, shall be eligible to be considered for an annual performance based salary increase within range as provided in this section. Employees appointed to a Law Enforcement Management class after the performance based salary increase eligibility date of one year shall not be eligible for a performance based salary increase until the next performance based salary increase eligibility date.
3. Extra Help employees shall not be eligible for performance based salary increases within range.

4. Regular, limited term and probationary employees shall have their performance evaluated at least annually prior to their performance based salary increase eligibility date.
5. The amount of a performance based salary increase, if any, for individual employees shall be determined by the Department Head, and shall be based on the evaluation of each eligible employee's performance.

F. Police Services Chiefs Premium

The Sheriff-Coroner may authorize a 5% premium, based on assignment and performance, for Lieutenants who are appointed to positions that function as Police Services Chiefs in jurisdictions that contract with the County for police services.

G. Special Assignment Premium

The District Attorney may authorize a five (5) percent premium for Commanders and Assistant Chiefs functioning in specialty assignments which have significant responsibility for the management and coordination of countywide regional or federal programs.

Section 5. On-The-Job Injuries, Workers' Compensation

A. Medical Treatment

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

B. Disability Payments and Leave

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

C. Exhaustion of 4850 Benefits

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

- a. he or she shall be entitled to all benefits provided by California Workers' Compensation Law; and
 - b. he or she shall be placed on Workers' Compensation Leave; and
 - c. at the employee's option, all sick leave, compensatory time, vacation and/or annual leave shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
 - d. if the employee is not eligible for temporary disability or exhausts his or her temporary disability benefit, at the employee's option such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
2. Upon exhaustion of all sick leave, compensatory time, vacation and/or annual leave the employee shall not accrue sick leave, vacation and/or annual leave for the remainder of Workers' Compensation Leave.
 3. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits.
 4. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of sick leave, vacation and/or annual leave earning rates.

D. Exposure to Contagious Diseases

Whenever an employee is compelled by direction of a County-designated physician to be absent from duty due to on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

Section 6. Annual Leave

The Annual Leave provisions shall apply to regular and limited term Law Enforcement Management employees hired on or after July 15, 1977, and shall become effective on February 15, 2000. Law Enforcement Management employees hired prior to July 15, 1977 shall be governed under Article IX, LEAVE PROVISIONS and Article X, VACATION in the Personnel and Salary Resolution. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions.

A. Accumulation of Annual Leave

1. During the first three (3) years of employment, a regular or limited term employee shall earn approximately seven (7) hours and twenty-five (25) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred ninety-two [192] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
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 approximately nine (9) hours and fifty-two (52) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty-four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety-six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
4. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
5. The amount of annual leave an employee may accrue shall be unlimited.
6. Extra help employees shall not earn annual leave.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:
 - a. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
 - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.

- c. 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.
 - d. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent or legal guardian.
 - e. Absence from duty because of personal business not to exceed twenty (20) annual leave hours during the fiscal year.
 - f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- 2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
 - 3. Annual Leave shall not be applied to absences which occur on a County holiday.

C. General Provisions

- 1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- 2. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- 3. 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.

4. Additional annual leave earned during the period of annual leave may be taken consecutively.
5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
6. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
7. 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.
8. No scheduled annual leave will be cancelled by the department except in cases of emergency.
9. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
10. The parties will jointly monitor and review 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 may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. 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.

D. Payoff of Unused Annual Leave

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

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

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

3. 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.
4. 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, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions in Section 6. B., and C.

PART 6 - JUDGES, COMMISSIONERS AND COURT ADMINISTRATORS AND
DESIGNATED MANAGERS

ARTICLE XXVI

Section 1. Superior Court Judge

A. Each Superior Court Judge shall receive the following benefits:

1. Life, Accidental Death and Dismemberment Insurance and the Executive Management Optional Benefits Plan as provided to Group II Executive Management employees.
2. A Medical Reimbursement Account for the payment of medical premiums, deductibles and co-payments.

The purpose of the Medical Reimbursement Account is to supplement the Public Employee Retirement System (PERS) health insurance plan and eliminate dual health plan enrollment. Eligible expenses under the Medical Reimbursement Account Plan will include:

- a. Payment for any medical insurance premiums to the State PERS system for individual or family coverage;
- b. Payment for any deductibles and copayments of eligible PERS medical plan expenses for Judge or dependent not paid by the selected PERS plan or any other group insurance plan. Claims ineligible under PERS shall not be paid under this plan.

The Human Resources Director shall administer the Medical Reimbursement Account in accordance with the stated purpose and develop rules for the operation of the plan. Claims shall be made on forms provided by the County with accompanying documentation from PERS of the amounts due from the Judge. The Auditor-Controller shall pay claims submitted with a declaration under penalty of perjury signed by the claimant and approved by the Human Resources Director. The County will not reimburse for any charges paid by any group insurance plan. Claims ineligible under PERS shall also be ineligible under this plan. Premium payments pursuant to this section shall be made for the period of coverage commencing August 1, 1989.

If any portion of an eligible claim denied is in excess of \$50.00, the entire eligible claim may be appealed to the Human Resources Director. The Human Resources Director will establish an administrative procedure for the review of disputes and may authorize payment when the charges are within

reasonable and customary standards within the Orange County community.

- c. Effective October 1, 1994, the County shall provide reimbursement for premiums paid to the PERS for dental insurance. The reimbursement shall not exceed the amount the County pays for dental coverage for County Executive Management employees. The Human Resources Director may authorize payment of the Judges' portion of dental premiums directly to the PERS in lieu of making reimbursements.
- B. Superior Court Judges shall not be eligible for a transportation allowance.
- C. To the extent permitted by law and consistent with the Trial Court Funding Act, the Coordinated Trial Courts of Orange County may at their request participate in existing County administered management benefit programs as determined by the Court Executive Oversight Committee and Municipal Court Judges Personnel Committee.

PART 7 - IMPLEMENTATION

ARTICLE XXVII IMPLEMENTATION

- A. Unless otherwise indicated, all provisions of this Resolution shall be effective January 10, 2003.
- B. The Human Resources Director is authorized to create a table of class titles, pay rates and salary schedules consistent with actions taken by the Board of Supervisors authorizing such titles and rates of pay. The Human Resources Director may also change such tables, rates and schedules in accordance with the provisions of the various Memoranda of Understanding or by subsequent action of the Board of Supervisors.

PERSONNEL AND SALARY RESOLUTION AMENDMENTS
ADOPTED MARCH 18, 2003

PSR AMENDMENT 1	NEW ARTICLE	ANNUAL LEAVE PLAN	A - 1
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PSR AMENDMENT 3	ARTICLE X	VACATION	A - 6
PSR AMENDMENT 4	ARTICLE XII	REIMBURSEMENT PROGRAMS	A - 7
PSR AMENDMENT 5	ARTICLE XIV	DISCIPLINARY ACTION	A - 8
PSR AMENDMENT 6	ARTICLE XV	GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS	A - 11
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NEW ARTICLE ANNUAL LEAVE PLANANNUAL LEAVE PROVISIONS Unrepresented Administrative Management
In The Executive Policy Unit, Executive
Management, Executive Aides and Executive
Assistants

The Annual Leave provisions shall apply to regular and limited term unrepresented Administrative Management in the Executive Policy Unit and Executive Management employees, Executive Aides and Executive Assistants hired on or after July 15, 1977, and shall become effective approximately 60 days after adoption of the PSR Amendments. Unrepresented Administrative Management in the Executive Policy Unit and Executive Management employees, Executive Aides and Executive Assistants hired prior to July 15, 1977 shall be covered by Article IX, LEAVE PROVISIONS and Article X, VACATION in the Personnel and Salary Resolution. Upon implementation of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan.

A. Accumulation of Annual Leave

1. During the first three (3) years of employment, a regular or limited term employee shall earn approximately seven (7) hours and twenty-five (25) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred ninety-two [192] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
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 approximately nine (9) hours and fifty-two (52) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
3. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty-four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety-six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
4. Annual Leave earned shall be added to the employee's annual leave

accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.

5. The amount of annual leave an employee may accrue shall be unlimited.
6. Extra help employees shall not earn annual leave.

B. Use of Annual Leave for Illness or Injury

1. Annual Leave may be applied to:
 - a. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
 - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - c. 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.
 - d. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent or legal guardian.
 - e. Absence from duty because of personal business.
 - f. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. Annual Leave shall not be applied to absences which occur on a County holiday.

C. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
2. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.
3. 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.
4. Additional annual leave earned during the period of annual leave may be taken consecutively.
5. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
6. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
7. 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.
8. No scheduled annual leave will be cancelled by the department except in cases of emergency.
9. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
10. The County will monitor and review the effectiveness of the Annual Leave Plan to ensure that plan goals are met. If unanticipated consequences arise, the County shall make modifications to the plan.

D. Payoff of Unused Annual Leave

1. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours.

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

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

3. 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.
4. 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, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with the annual leave payoff provisions.

ARTICLE IX LEAVE PROVISIONS

Upon implementation of the Annual Leave Plan for unrepresented management employees, Article IX, LEAVE PROVISIONS, Section 1, Sick Leave (Personnel and Salary Resolution) shall not apply to unrepresented management employees hired on or after July 15, 1977. Unrepresented management employees hired prior to July 15, 1977 shall continue to be covered under Article IX Leave Provisions of the Personnel and Salary Resolution.

Section 3.B. Official Leave

1. Upon request, a regular, limited term or probationary employee may be granted an Official Leave of Absence Without Pay. Such leave, if granted, shall not exceed one (1) year, except as provided in 2. and 3. below. Such leave may be authorized only after an employee's completion of Agency/Departmental Leave and after all compensatory and vacation accruals have been applied toward the absence. For *unrepresented management* employees covered by the Annual Leave Plan, the department may also require that all or a portion of annual leave be used prior to granting such leave, consistent with Annual Leave provisions, and in consideration of circumstances.

Section 9.A. Parenthood Leave

5. For *unrepresented management* employees covered by the Annual Leave Plan, all accrued compensatory time and the portion of accrued annual leave subject to 100% payoff has been applied toward the absence.

Section 10. Workers' Compensation Leave

- A. When an injury is determined to be job-related in accordance with Article XV, a regular, limited term or probationary employee shall be placed on Worker's Compensation Leave. If such determination cannot readily be made, and all sick leave *or annual leave* has been applied to the absence, the employee shall be placed on an Official Leave until a final determination is made.

ARTICLE X VACATION

Upon implementation of the Annual Leave Plan for unrepresented management employees, Article X, VACATION, shall not apply to unrepresented management employees hired on or after July 15, 1977. Unrepresented management employees hired prior to July 15, 1977 shall continue to be covered under Article X VACATION of the Personnel and Salary Resolution.

ARTICLE XII REIMBURSEMENT PROGRAMS

Section 3. Optional Benefit Plan

- A. Each eligible employee in the *Law Enforcement Management Unit, Executive Aides and Executive Assistants to Members of the Board of Supervisors and elected officials*, shall be entitled to select benefits from those listed below at a cost to the County, not to exceed *two thousand five hundred (2,500) dollars, effective the beginning of calendar year 2004.*

ARTICLE XIV DISCIPLINARY ACTION

This article applies to unrepresented Administrative Management in the Executive Policy Unit and Executive Management employees, Executive Aides and Executive Assistants. Law Enforcement Management employees continue to be covered by Article XIV of the existing Personnel and Salary Resolution.

No regular, limited-term or probationary employee shall receive a disciplinary action except for reasonable cause.

Section 1. Pre-Disciplinary Hearing for Suspension, Reduction or Discharge

- A. In suspending an employee or in reducing a regular, limited-term or probationary employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least ten (10) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
1. a description of the proposed action and its effective date(s);
 2. a statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 3. copies of material on which the proposed action is based;
 4. a statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 5. a statement of the employee's right to representation;
 6. a statement of the employee's right to appeal should such proposed action become final.
- B. Prior to the effective date of such suspension, reduction or discharge, an employee will be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated agency/ department representative with the authority to make an effective recommendation on the proposed disciplinary action.
- C. An employee shall be given reasonable time off without loss of pay to attend a hearing pursuant to this Article.
- D. An employee may be represented in a hearing pursuant to this Article.

- E. An employee shall receive written notice either sustaining, modifying, or canceling the proposed disciplinary action on or prior to the effective date of such action.
- F. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Sections 2 and 3 of this Article.
- G. Should a proposed discharge become final, an employee shall have the right to appeal such action pursuant to Section 4. of this Article.

Section 2. Suspension

- A. No regular, limited-term or probationary employee shall be suspended except for reasonable cause.
- B. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
- C. In accordance with the provisions of Article XV (Grievance Procedure), 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.
- D. No regular, limited-term or probationary employee shall be suspended for less than 5 days (40 hours) except for a serious safety violation.

Section 3. 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 XV, an appeal of reduction for reasons of unsatisfactory performance or physical disability shall be initiated at Step 2 of the grievance/appeal procedure, except for reductions imposed by the County Executive Officer which may be referred directly to arbitration.

Section 4. Discharge and Right of Appeal

- A. No regular or limited-term regular employee shall be discharged except for reasonable cause. No proposed discharge shall be effected unless approved by the Human Resources Director 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 XV, a discharge may be appealed directly to advisory arbitration.

ARTICLE XV GRIEVANCE PROCEDURE AND DISCIPLINARY APPEALS

This article applies to unrepresented Administrative Management in the Executive Policy Unit and Executive Management employees, Executive Aides and Executive Assistants. Law Enforcement Management employees continue to be covered by Article XV of the existing Personnel and Salary Resolution.

Section 1. Scope of Grievances

- A. A grievance may be filed if a County interpretation or application of the provisions of this Personnel and Salary Resolution adversely affects an employee's wages, hours or conditions of employment.
- B. Specifically excluded from the scope of grievances are:
 - 1. subjects involving the amendment or change of Board of Supervisors resolutions, ordinances, minute orders, which do not incorporate the provisions of this Personnel and Salary Resolution;
 - 2. matters which have other means of appeal including, but not limited to, matters which may be appealed through the Orange County Merit System Selection Rules and Appeals Procedure or the Workers' Compensation Appeals Board;
 - 3. position classification;
 - 4. performance evaluations.

Section 2. Basic Rules

- A. If an employee does not present a grievance/appeal or does not appeal the decision rendered regarding his or her grievance/appeal within the time limits, the grievance/appeal shall be considered resolved.
- B. If a County representative does not render a decision to the employee within the time limits, the employee may within seven (7) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any County representative that he or she does not have the authority to resolve the grievance/appeal, he or she may refer it to the next step in the procedure. By mutual agreement of the County and the employee, any step of the procedure may be waived.
- D. The Human Resources Director may temporarily suspend grievance/appeal processing on a section-wide, unit-wide, division-wide, agency/department-wide or County-wide basis in an emergency situation.

- 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.

Section 3. Submission of Grievances

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

Section 4. Employee Representation

An employee may represent himself or herself or may be represented in the formal grievance/appeal procedure.

Section 5. Time Off for Processing Grievances/Appeals

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance/appeal, in order to attend a meeting with his or her supervisor or other person with authority under the grievance/appeal procedure to resolve the matter, or to meet with his or her grievance/appeal representative.
 - 2. An employee 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 employee 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 employee 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 employee 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 employee grievance/appeal representative must go into another section or unit to investigate a grievance/appeal, the employee representative shall be permitted to do so provided that:
 - a. the employee representative checks in and checks out with the supervisor of the unit; and
 - b. such investigation does not unduly interfere with the work of the unit.

Section 6. Informal Discussion

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

Section 7. Grievance/Appeal Steps

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

Step 1: Agency/Department Head

An employee may formally submit a grievance to the Agency/Department Head within fourteen (14) calendar days from the occurrence which gives rise to the problem. Such submission shall be in writing and shall state the nature of the grievance and suggested solution. Within seven (7) calendar days after the receipt of the written grievance, the Agency/Department Head or his or her representative(s) shall meet with the grievant. Within seven (7) calendar days thereafter, a written decision shall be given to the grievant.

Step 2: Human Resources Director

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

- A. an interpretation or an application of this Personnel and Salary Resolution;
- B. a written reprimand; or
- C. a probationary release alleging discrimination,

it may be appealed in writing to the Human Resources Director within seven (7) calendar days after receipt of the written decision from Step 1. Appeal of a suspension and/or a reduction ordered by an Agency/Department Head or his or her designated representative may be submitted in writing at Step 2 within ten (10) calendar days after receipt of the notice of suspension and/or reduction. Within fourteen (14) calendar days after receipt of the written grievance/appeal, the Human Resources Director 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 Human Resources Director in A., B., and C., above shall be final and binding and shall not be referable to higher County authority or arbitration.

Section 8. Referrals to Arbitration

A. Appeals of Suspensions/Reductions

1. Submission Procedure

- a. If an appeal from suspension or reduction is not settled at Step 2, it may be presented for arbitration within seven (7) calendar days from the date the decision was rendered.

- b. An appeal from any suspension or reduction imposed by the County Executive Officer may be presented to the Human Resources Director within ten (10) calendar days from the date the action becomes final.
- c. All appeals shall be signed by an employee or by the employee's representative and shall be submitted in writing.
- d. The issue in all appeals of suspensions/reductions shall be:

Was (employee's name) suspended/reduced for reasonable cause? If not, what is the remedy?
- e. As soon as practicable after a suspension/ reduction appeal is presented to the Human Resources Director, an arbitrator shall hear the appeal.

B. Appeals of Discharges

1. Submission Procedure

- a. A discharge may be appealed directly to arbitration within ten (10) calendar days from the date the decision was rendered.
- b. All appeals shall be signed by an employee, or the employee's representative and shall be submitted in writing.
- c. The issue in all appeals of discharge shall be:

Was (employee's name) discharged for reasonable cause? If not, what is the remedy?
- d. As soon as practicable after a discharge appeal is presented to the Human Resources Director, an arbitrator shall hear the appeal.

2. Findings of Facts and Remedies

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

a. Suspensions/Reductions

- 1) If the arbitrator finds that the suspension/reduction was taken for reasonable cause, he or she shall sustain the action.

- 2) If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision.
- 3) The decision of the arbitrator in matters of suspension/reduction shall be binding on all parties.

b. Discharges

- 1) The arbitrator shall advise that the order of discharge be sustained, modified or rescinded.
- 2) The decision of the arbitrator in matters of discharge shall be advisory and non-binding.

C. Probationary Releases Alleging Discrimination

1. The issue to be submitted to the arbitrator in grievances filed pursuant to Article VIII, Section 1.C.3., shall be as follows and shall be submitted consistent with Section 8.A., above.
 - a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination by the County?
 - b. If so, what shall the remedy be under Article XV, Section 8.2.a. of this Personnel and Salary Resolution?
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no unlawful discrimination, the grievance shall be denied and the issue of remedy becomes moot.
 - b. In the event the arbitrator finds unlawful discrimination, but also finds such violation was not a substantial cause of the employee's probationary release, the grievance shall be denied and the issue of remedy becomes moot.
 - c. In the event the arbitrator finds unlawful discrimination, and also finds that the discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 - 1) The probationary release may be sustained.
 - 2) The employee may be reinstated in a position in his or her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was

removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

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

- d. The decision of the arbitrator in matters of probationary releases alleging discrimination shall be binding on all parties.

D. General Provisions

1. The cost of an arbitrator shall be shared equally in all cases by the County and the appealing party except in matters of discharge and when the appealing party solely alleges unlawful discrimination, in which case the County shall bear the full cost. When the grievance involves both discrimination and other arbitable issues, the proper division of costs shall be determined by the arbitrator.
2. Grievance/Appeal hearings by an arbitrator shall be private.
3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
4. Upon written request by the opposing party in a pending hearing given at least twenty (20) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than ten (10) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted providing it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

5. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend, and their scheduling, shall be reasonable.
6. At the hearing, both the appealing employee and the County shall have the right to be heard and to present evidence. The following rules shall apply:
 - a. Oral evidence shall be taken only on oath or affirmation.
 - b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his or her own behalf, the employee may be called and examined as if under cross-examination.
7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
8. The County shall be allowed to have one (1) employee, who may be called upon to testify as a witness, present at the arbitration hearing at all times.
9. The parties agree to forego the use of briefs and transcripts whenever practicable.
10. The decision of the arbitrator shall be binding on both parties except in matters of discharge. In matters of discharge the arbitrator's decision shall be advisory and non-binding.

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

Section 2. Workers' Compensation Supplement Pay

- C. 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 *annual leave*, sick leave, compensatory time and/or vacation, in that order.
- D. 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.
- E. 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).
- G. When an employee is no longer entitled to receive workers' compensation supplement pay, 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 2.B., above.

PART 4 – EXECUTIVE MANAGEMENT

ARTICLE XXIV TERMS AND CONDITIONS OF EMPLOYMENT FOR MEMBERS OF THE BOARD OF SUPERVISORS, EXECUTIVE MANAGEMENT EMPLOYEES, EXECUTIVE AIDES AND EXECUTIVE ASSISTANTS TO MEMBERS OF THE BOARD OF SUPERVISORS AND ELECTED OFFICIALS

Section 1. General Provisions

Except as otherwise provided in this Article or by State law or action of the Board of Supervisors and except where the natural construction of a provision indicates otherwise, the wages, hours and terms and conditions of employment for members of the Board of Supervisors, Executive Management employees, Executive Aides and Executive Assistants to members of the Board of Supervisors and elected officials shall be the same as adopted for *unrepresented administrative management* employees. However, any provision requiring Agency/Department Head approval for *unrepresented administrative management* employees shall be interpreted to require Board of Supervisors' approval in the case of non-elected Agency/Department Heads.

PERSONNEL AND SALARY RESOLUTION

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APPENDIX A

Classes designated as Executive Management as of January 10, 2003.

Group I - Elected Officials

0005E1 Assessor
0010E1 Auditor-Controller
0182E1 County Clerk/Recorder
0030E1 District Attorney
0070E1 Sheriff-Coroner
0087E1 Treasurer-Tax Collector

Group II - Appointed Agency/Department Heads

8324E2 Airport Director
0642E2 Clerk of the Board of Supervisors
2325E2 County Counsel
8145E2 County Executive Officer
2547E2 County Librarian
7421E4 County Probation Officer
6560E2 Director, Child Support Services
8424E2 Director, Community Services Agency *
4578E2 Director, Health Care Agency
2131E2 Director, Housing and Community Development
8120E2 Director, Integrated Waste Management Department
7840E2 Director, Internal Audit
2142E2 Director, Planning and Development Services
8180E2 Director, Public Facilities and Resources
7039E2 Director, Social Services Agency
8525E2 Human Resources Director
0065E2 Public Administrator
2373E2 Public Defender
0656E2 Registrar of Voters

* Combined with class of Public Administrator.

(Note: Department Heads and other executive management not appointed by the Board of Supervisors are included in Appendix C.)

Group III - Agency/Department Principal Assistants

8325E3 Assistant Airport Director*
8140E3 Assistant County Executive Officer*
4576E3 Assistant Director, HCA*
8119E3 Assistant Director, Integrated Waste Management Department
2342E3 Assistant District Attorney
6146E3 Assistant Sheriff

7848E3 Assistant Treasurer-Tax Collector
2322E3 Chief Assistant County Counsel*
2344E3 Chief Assistant District Attorney
6539E3 Chief, Bureau of Investigation, District Attorney
7823E3 Chief Deputy Auditor-Controller*
7038E3 Chief Deputy Director, SSA*
7420E3 Chief Deputy Probation Officer
2372E3 Chief Deputy Public Defender*
8173E3 Deputy Director/Chief Engineer, PFRD
7033E3 Director of Adult and Employment Services
8322E3 Director of Agency Administration
7032E3 Director of Agency Financial Assistance
7031E3 Director of Children and Family Services
2132E3 Director of Housing and Redevelopment
4575E3 Director of Medical Services
4563E3 Director of Mental Health
4579E3 Director of Public Health
8010E3 Executive Manager
0380E3 Public Guardian
6145E3 Undersheriff*

* Share with agency/department heads authority over all major agency/department functions.

APPENDIX B

Classes designated as Unrepresented Administrative Management (in the Executive Policy Unit) as of January 10, 2003:

8006MU	Administrative Manager I
8007MU	Administrative Manager II
2319MU	Assistant County Counsel
2318MU	Deputy County Counsel V
7815MU	Senior Accountant/Auditor II
8008MU	Senior Administrative Manager I
8009MU	Senior Administrative Manager II
8005MU	Senior Staff Analyst
8001MU	Staff Analyst I
8003MU	Staff Analyst II
8004MU	Staff Analyst III

APPENDIX C

Except as otherwise provided in Part 4, Article XXIV, Executive Management, the incumbents in the following classes are entitled to the same benefits as provided by this Personnel and Salary Resolution to County Administrative Management employees.

8107MB Executive Aide I
8108MB Executive Aide II
8362MB Executive Assistant

APPENDIX D

Classes included in the Law Enforcement Management Unit as of January 10, 2003:

6534ML Assistant Chief Investigator, District Attorney
6141ML Captain
3940ML Director, Forensic Science Services
6138ML Lieutenant
6531ML Investigative Commander, DA