

MEMORANDUM OF UNDERSTANDING

2015 - 2018

COUNTY OF ORANGE

AND

THE ORANGE COUNTY EMPLOYEES ASSOCIATION

FOR THE

SUPERVISORY MANAGEMENT UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the County of Orange and the Orange County Employees Association as the Exclusively Recognized Employee Organization for the Supervisory Management Unit for the period beginning June 26, 2015 through June 22, 2018. Unless otherwise indicated herein, all provisions shall become effective June 26, 2015.

ARTICLE I WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Workweek

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

The official work period for Sheriffs Special Officer III shall be 28 days and shall begin at 12 a.m. on each Friday and end at 12 a.m. four weeks later. For purposes of payment of overtime under this MOU, each 28 day period shall be divided into two 14 day periods, with overtime being paid for work ordered and performed in excess of eighty (80) hours actually worked in each 14 day period. Work ordered and performed in excess of eighty (80) hours of paid time in each 14 day period in accordance with an emergency declared by the Board of Supervisors shall be overtime.

1. Employees shall receive compensation on a biweekly basis. The pay period for employees in specified agencies, departments or divisions shall start on a Friday and end on the second Thursday thereafter.
2. Work shall not be regularly scheduled on more than ten (10) calendar days during any pay period and scheduled days off shall fall on at least two (2) consecutive calendar days. Alternate work schedules shall not be implemented without the County and OCEA first negotiating and attempting to reach agreement on such hours of work for each division or work unit in each agency or department proposing implementation of such alternate work schedules.

- B. The County agrees to give employees a seven (7) calendar day advance notice of a shift change whenever practicable.
- C. No employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.

- D. The County shall discuss with OCEA any proposed changes in existing scheduled hours of work before such changes are put into effect. Whenever practicable, the County shall provide written notification of such proposed changes to OCEA at least fourteen (14) calendar days before such changes are put into effect.
- E. Except as otherwise provided, no employee may be employed in one (1) or more positions, full or part-time, more than the total number of hours for the employee's work period as defined in A., above, except on authorized overtime.
- F. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by an agency/department.
 - 1. Upon written request by OCEA, the County agrees to study the feasibility of establishing work schedules consisting of either:
 - a. four (4) ten (10) hour workdays per week;
 - b. four (4) nine (9) hour workdays each week with an additional eight (8) hour workday on alternate weeks; or
 - c. flex time.
 - 2. The County shall initiate such studies within thirty (30) days and provide a written response within ninety (90) days.
 - 3. OCEA agrees not to request more than twelve (12) such studies concurrently for the combined units represented by OCEA and no more than three (3) concurrently for each agency/department.
 - 4. The County agrees to discuss with OCEA any findings and recommendations prior to reaching a final decision and implementation.
- G. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

Section 2. Overtime

A. Notification of Employees of Work Required Beyond Normal Schedule

If in the judgment of the agency/department, work beyond the normal workday, workweek or work period is required, the agency/department will notify any employee who may be asked to perform such overtime of the

apparent need as soon as practicable prior to when the work is expected to begin. If this additional work results in hours worked in excess of forty (40) in the employee's designated workweek in classifications designated as non-exempt from FLSA or eighty (80) for employees in FLSA exempt classifications, the employee shall be compensated for these excess hours at the overtime rate as defined by Section 2.C.1.

B. Distribution of Overtime

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

C. Payment for Overtime

1. Except as provided in 2.C.3., below, overtime shall be compensated at one and one-half (1 1/2) times the regular rate.
2. Except as provided in 2.C.3., below, for all regular, limited-term and probationary employees, overtime may be converted to compensatory time or paid for at the option of the agency/department. Consideration shall be given to effectuating the wishes of employees. The maximum number of CTO hours which may be accrued by any employee is eighty (80). If an employee accrues 80 hours of CTO, he/she cannot accrue additional CTO until he/she uses some of the hours in his/her bank; instead, employees will be paid for all overtime work performed in excess of that amount.
3. Overtime hours worked by extra help employees shall be paid.
4. Compensatory time earned and accrued by an employee in excess of forty-four (44) hours may be scheduled off for an employee by his or her

agency/department; however, consideration shall be given to

effectuating the wishes of those employees requesting specific compensatory time off periods.

5. No scheduled compensatory time off will be cancelled except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase periods.
8. An employee separating from the County service shall be paid for accumulated compensatory time in a lump sum payment.

Section 3. Rest Periods and Cleanup Time

- A. Employees shall be allowed rest periods of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the agency/department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period. The County may designate the location or locations at which rest periods may be taken.

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

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

Section 4. Exclusions from Workweek and Overtime Provisions

Employees in the class of Senior Real Property Agent shall not be subject to the provisions of Sections 1., 2. or 3.

Section 5. Premium Pay

A. Night Shift Differential

1. Except as provided in 7. below, an employee who works an assigned

night shift shall, in addition to his or her regular salary, be paid a night shift differential for each hour actually worked on the assigned night shift.

2. Except as provided in subsections 5. and 6. below, for purposes of this Section, night shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.
3. Except as provided in 4., 5. and 6., below, the rate of night shift differential shall be five (5) percent of the employee's basic hourly rate with a minimum of sixty (60) cents per hour and a maximum of one(1) dollar and fifty (50) cents per hour.
4. The rate of night shift differential for employees in the classes listed below shall be one (1) dollar and twenty-five (25) cents per hour:

Supervising Public Health Nurse I
Supervising Public Health Nurse II

5. An employee in the below listed classes who works an assigned night shift where the majority of the hours are between 5:00 p.m. to 11:00 p.m. shall, in addition to his/her regular pay, be paid a night shift differential of one dollar and seventy five (\$1.75) cents per hour for each hour actually worked on the assigned night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

6. An employee in the below listed classes who works an assigned late night shift where the majority of the hours are between 11:00 p.m. to 7:00 a.m. shall, in addition to his or her regular pay, be paid a late night shift differential of two dollars and seventy five (\$2.75) cents per hour for each hour actually worked on the assigned late night shift. Hours worked as an extension of an assigned shift eligible for Night Shift Differential shall be paid at the same Night Shift Differential rate as the assigned shift. Hours worked as an extension of an assigned shift not eligible for Night Shift Differential shall not be eligible for Night Shift Differential.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

7. Employees in the classes of Custodian Leadworker and Supervising Custodian I and II shall not be eligible to receive night shift differential premium pay.

B. On-Call Pay

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

C. Call-Back Pay

1. When an employee returns to work because of an agency/department request made after the employee has completed his or her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he or she was called back.
2. Call-back shall be paid at one and one-half (1 1/2) times the regular rate.
3. There shall not be any duplication or pyramiding of rates paid under this Section.
4. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any four (4) consecutive hour period.
5. An employee credited with four (4) hours pursuant to this Section may be assigned other work until the guaranteed time has elapsed.

6. Call-back pay shall apply only when an employee is required to physically return to work (e.g., leave home or another off-duty location) in order to perform required duties.

D. Bilingual Pay

1. Except as provided in 2. below, qualified employees who meet the following criteria shall receive an additional forty (40) cents per hour (approximately sixty-nine [69] dollars per month) for all hours actually paid. This will not apply to the class of Interpreter.
 - a. An employee must be assigned by agency/departmental management to speak or translate a language in addition to English. This includes such specialized communication skills as sign language.
 - b. Employees must regularly and frequently speak and/or translate a second language, i.e., once daily.
 - c. To become qualified, employees must be certified as qualified by the Chief Human Resources Officer.

2. Exceptional Bilingual Pay

Qualified employees in the following classes who, in addition to meeting the criteria in 1.a., b. and c. above, are assigned by agency/department management to perform exceptional bilingual duties that are essential to the performance of their professional and/or technical duties and responsibilities shall receive an additional seventy (70) cents per hour (approximately one hundred and twenty-one (121) dollars per month) for all hours actually paid:

Eligibility Supervisor
Program Assistant
Senior Communicable Disease Investigator
Senior Comprehensive Care Nurse
Senior Defense Investigator
Supervising Family Support Officer
Supervising Public Health Nurse I
Supervising Public Health Nurse II

3. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
4. Bilingual pay shall not apply to workers' compensation supplement pay.

5. An employee in a bilingual assignment may request assignment to a position which does not require bilingual certification. The request shall

be made in writing to the agency/department head, who will consider it according to:

- a. agency/department need;
 - b. availability of a qualified replacement; and
 - c. availability of another suitable assignment for the requesting employee.
6. Upon the agreement of the County and OCEA, negotiations shall be reopened for the sole purpose of considering the addition or deletion of classes eligible for exceptional bilingual pay.

E. Jail Salary Supplement

1. An office services supervisor or HCA Service Chief I or II who is permanently assigned to the Central Jail/Intake/Release Center (including Correctional Medical Services), Headquarters Records, James A. Musick Facility, Theo Lacy Branch Jail, or Warrant Bureau shall, in addition to his or her biweekly salary, be paid an additional seventy-five (75) cents per hour (approximately one-hundred and thirty [130] dollars per month) for all paid hours.
2. An employee in the classification of Craft Supervisor I/Electrical, Mechanical, Craft Supervisor I/Structural and Craft Supervisor II who is permanently assigned to the Central Jail/Intake/Release Center, Theo Lacy Branch Jail or James Musick Facility shall receive, in addition to biweekly salary, an additional seventy-five (75) cents per hour for all hours paid.
3. This salary supplement shall not apply to workers' compensation supplement pay or be used as a base rate for overtime, other premium pay, etc., unless otherwise required by law.

F. Firefighting Call-Back Pay

Employees in this Representation Unit who are called back to fight fires at a landfill station or in support of wildland fires shall receive seven (7) dollars per call in addition to call-back pay.

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

1. A full-time regular, limited-term or probationary employee classified as Senior Investigator, Welfare Fraud who complies with the procedure below shall be paid either approximately one hundred fifty (150) dollars

per month for an Intermediate P.O.S.T. Certificate or approximately three hundred (300) dollars per month for an Advanced P.O.S.T. Certificate or approximately three hundred forty (340) dollars per month for a Supervisory P.O.S.T. Certificate shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, “regular hours paid” shall mean all paid hours exclusive of overtime, call- back or on-call pay not to exceed forty [40] hours per week.)

2. A full-time regular, limited-term or probationary employee classified as a Supervisions Deputy Coroner who complies with the procedure below shall be paid either approximately two hundred (200) dollars per month for an Intermediate P.O.S.T. Certificate or approximately three hundred fifty (350) dollars per month for an Advanced P.O.S.T. Certificate and shall be paid for all regular hours paid under the following conditions: (For purposes of this provision, “regular hours paid” shall mean all paid hours exclusive of overtime, call back or on-call pay not to exceed forty [40] hours per week.)
3. The employee shall submit a written request for P.O.S.T. Pay to the agency/department with an attached copy of either the appropriate P.O.S.T. Certificate or application for P.O.S.T. Certificate. P.O.S.T. Pay shall start the first day of the pay period following receipt by the agency/department of a valid P.O.S.T. Certificate.

H. Comprehensive Care Nurse Jail Incentive

An employee in any of the below listed classes assigned to work in an adult or juvenile correctional or institutional facility shall, in addition to his or her regular pay, be paid seventy five (75) cents per hour for all hours paid. This incentive shall not apply to worker’s compensation supplement pay or be used as a base rate for overtime, other premium pay, etc.

Senior Comprehensive Care Nurse
Supervising Comprehensive Care Nurse

I. Confined Spaces Pay

1. Supervising Maintenance Inspector/Specialists who are regularly assigned to the Public Works Operations Confined Space Inspection Team shall receive one dollar twenty-five cents (1.25) per hour for those hours actually spent working in confined spaces, as defined in 2., below. Time taken at the confined space worksite to put on safety gear and time spent at the confined space worksite in safety gear in preparation for entering a confined space shall count as time spent actually working in confined spaces.

2. Confined spaces, as used herein, shall be defined consistent with the General Safety Orders, Article 108 of Title 8, California Administrative

Code. Examples of confined spaces which may be eligible include compartments, ducts, sewers, pipelines, vaults and pits.

J. Emergency Communications Training and Certification Pay

1. Employees in the classification of Sheriffs Special Officer III who are assigned to receive training as or act in the capacity of a Radio Dispatcher or Communication Coordinator shall receive an additional two dollars and three (2.03) cents per hour for all hours assigned while training or acting in the capacity of a Radio Dispatcher or Communication Coordinator at the Emergency Communications Bureau.
2. If, during the term of the contract, the difference between the step 12 hourly rate of the Radio Dispatcher classification and the step 12 hourly rate of the Sheriffs Special Officer II classification exceeds two dollars and three (2.03) cents per hour, the premium will be adjusted accordingly.

K. Commercial Driver's License Pay

Employees in the classification of Equipment Mechanic Leadworker, and Supervising Equipment Mechanic I and II who possesses a valid Class A or Class B driver's license shall be eligible to receive an additional sixty (60) cents per hour for all hours actually paid, based on the following criteria:

1. The minimum requirement to receive this pay shall be the possession of a valid Class B driver's license with air brakes endorsement.
2. Agency/department management will determine the level of license required for a particular assignment, and will also determine which assignment(s) will qualify to receive this pay.
3. Employees who are participants in the Department of Transportation (D.O.T.) Commercial License Program will qualify to receive this pay.

L. Nurse Retention Incentive

1. Upon completion of approximately 10,400 service hours (approximately five years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall receive the retention incentive upon completion of approximately 5,200 service hours (approximately five equivalent years of service).
2. Upon completion of approximately 20,800 service hours (approximately ten

years of service), regular or limited-term full-time employees in a Nurse classification shall receive three (3) percent of annual base salary as a one-time, lump sum payment. Regular or limited-term part-time employees shall

receive the retention incentive upon completion of approximately 10,400 service hours (approximately ten equivalent years of service).

3. The Retention Incentive shall be processed within two (2) pay periods of the completion of the required service hours.
4. The Nurse Retention Incentive does not apply to employees who have already achieved the required years of service (service hours) as of the date of adoption of this agreement.

M. Nurse Hiring Incentive

Each employee in a Nurse classification who completes new employee probation shall receive a one-time, lump sum incentive of one thousand (1,000) dollars, within (2) pay periods after completion of new employee probation.

N. Advanced Certification Pay

The following employees shall receive, in addition to their bi-weekly salary, the equivalent of one hundred nineteen (119) dollars a month or approximately fifty-five (55) dollars bi-weekly for receiving an Advanced Appraisal Certificate issued by the State Board of Equalization.

Managing Appraiser
Managing Auditor-Appraiser
Principal Appraiser
Principal Auditor-Appraiser
Senior Appraiser
Senior Auditor-Appraiser

O. Training Officer Assignment Pay

Employees in the classification of Sheriffs Special Officer III or Supervising Deputy Coroner assigned to John Wayne Airport, Security Bureau, Court Operations, all jail facilities or the Training Academy on a regular, full-time basis who are responsible for training new Sheriffs Special Officers or Deputy Coroners shall be paid one dollar (\$1.00) per hour for all hours assigned to perform such training functions.

P. Toxic Hazard Assignment Pay

1. Employees on pay status in the classification of Senior Forensic Scientist who are assigned to the Clandestine Lab Section of Forensic Services shall receive one hundred seventy-five (175) dollars per month (approximately

\$80.77 per pay-period).

2. An employee in the class of Supervising Hazardous Materials Specialist assigned to the Emergency Response Team for the purpose of responding to a toxic hazard emergency shall be paid \$1.00 (one-dollar) per hour for all hours worked while assigned to the Hazardous Materials Emergency Response Team.

