

DEAL POINT TENTATIVE AGREEMENT
County of Orange and Orange County Managers Association

November 21, July 2012

Contract Term	January 4, 2011 through <u>January 9, 2014</u> June 13, 2013
Retirement	<p><u>Employee Contributions</u></p> <ul style="list-style-type: none"> - General members to pay full employee contribution (pick-up #1) effective first pay period after Board adoption <u>or first pay period in January 2013, whichever is later;</u> - General members to pay full employee contribution (pick-up #2) effective <u>first pay period in July</u>January 25, 2013; - Safety members to pay 5% of employee contributions effective first pay period after Board adoption <u>or first pay period in January 2013, whichever is later;</u> - Safety members to pay such higher amount of employee contributions effective when AOCDS unit members pay such higher amount; <p><u>Retirement Formula</u></p> <ul style="list-style-type: none"> - Current employees (general members) - will be eligible to elect either the 1.62% @65 or 2.7% @55 retirement formula when tax issue is resolved; - Newly Hired Employees Hired on or after January 1, 2013 to the County: to be governed by the provisions of <ul style="list-style-type: none"> — General members to be covered by the Public Employees' Pension Reform Act of 2013 (PEPRA) 1.62% @65 retirement formula, with three (3) year FAS, 2% maximum COLA and 2% defined contribution match; — Safety members to be covered by 2% @50 retirement formula, with three (3) year FAS, 2% maximum COLA.
Pay for Performance (P4P)	<ul style="list-style-type: none"> - Performance awards are non base building. - Performance awards do not increase the salary range for the classification. - During term of the MOU, no funds will

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Health Insurance

~~be allocated to the Performance Pool~~
~~- P2011P4P: In conjunction with settlement of negotiations, parties agree to resolve the Association's grievance and Writ of Mandate regarding alleged non-payment of P4P compensation funds for 2011 evaluation period (Association to dismiss both cases)~~
~~— Effective the first payroll period of January 2013, or the payroll period following ratification, whichever is later, the County will fund a 2.5% performance pool under conditions set forth in the 2007-2011 MOU, except that one-half of the payments to affected employees will be a one-time, lump sum, off schedule bonus, rather than a base-building and/or range increase and the other half will be base-building. except that payments to affected employees will be a one-time, lump sum, off schedule bonus, rather than a base-building and/or range increase.~~
- No payment will be made for the 2012 calendar evaluation period.
- Parties to meet during 2013~~2~~ to consider potential modifications to current compensation system
- Performance increases may not be considered as a factor in equity or reassignment adjustments

- OCMA will make a concerted, good faith effort to encourage its unit members on the PPO plan to avoid using out-of-network service providers;
- Implement the Mercer recommendations or such other health insurance modifications as may be implemented for County employees, when such recommendations or modifications are implemented for a majority of County employees
- During term of MOU, upon request of either party, parties will meet to discuss potential modifications/cost containment of health insurance plans; such discussion will

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	include consideration regarding potential implementation of a cafeteria style plan
Discipline/Appeals Procedures	<u>Suspension</u> - remove 5 day/40 hours minimum; <u>Mediation</u> - use if both parties agree
Confidential Pay - 401(a)	Eliminate the 401(a) contribution for managers receiving the 401(a) contribution through the prior "grandfathering" agreement
Market/Equity Adjustments	- Increase allocation from .5% to .6% (as result of .1% elimination of 401(a) contribution) - Requests to be made in July of each year (reduced from two times per year) - Maximum individual increase of 12%; reduced from 25%
Annual Leave Payoff	- Clarify intent of Annual Leave payoff provisions upon separation from service (including retirement); - Add provision similar to AOCDS; if a Probation Safety Manager is killed in the line of duty (in accordance with Penal Code § 830.5), 100% of the employee's Annual Leave balance will be paid to the employee's estate
Various Leave Provisions	- Add domestic partner as an immediate family member for use of Family Leave, Annual Leave and Bereavement Leave - Human Resources Director makes final decision on denials of Leave of Absence requests; eliminate appeal to Board of Supervisors - Update FMLA to incorporate new statutory provisions
Investigatory Meetings	Add existing process to MOU for providing notification and stating purpose of investigatory meetings
Reemployment of Employees on Disability Retirement	Add language recommended by OCERS to refer these employees to OCERS to determine impacts of reemployment on their disability retirement benefits
Workers Compensation Supplemental Pay	Eliminate County subsidy of 80% of pay while on workers compensation leave
Extra Help/Extra Help Positions	Delete references in the MOU
Bilingual Pay	Pay on hours worked rather than paid status
Bereavement Leave	Update language to reflect 40 hours for

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	full-time employees and 20 hours for part time employees, rather than 5 days
Educational and Professional Reimbursement	Requests for reimbursement are not automatic and are subject to approval of the agency/department head
Catastrophic Leave	Parties agree to meet (with other County groups) to examine/resolve various logistical issues [not included as part of MOU]
Miscellaneous	Incorporate previously adopted policies, such as Working Retiree, Temporary Promotion, and a prior agreement regarding salary increases on reassignment for employees who reassign through competing in a promotional recruitment; provide language updates to "benefits" provision
Other Contract Provisions	Except as indicated above, other contract provisions are to remain "as is"

**ORANGE COUNTY
MANAGERS ASSOCIATION** _____ **COUNTY OF ORANGE**

Mark McDorman _____ **Thomas G. Mauk**
President of OCMA _____ **County Executive Officer**

Karen Davis _____ **Steve Danley**
Executive Director _____ **Human Resources Director**

Bruce A. Barsook
Chief Negotiator

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Date

Date

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