

KEY POINTS OF PROPOSAL
County of Orange and Orange County Attorneys Association

January 25, 2013

Contract Term	June 17, 2011 through July 12, 2013
Retirement	<p><u>Employee Contributions</u></p> <ul style="list-style-type: none"> - Employees in the current (classic) plan - - Unit members to pay full employee contribution (pick-up #1) effective February 1, 2013; unit members to pay full employee contribution (pick-up #2) effective July 1, 2013; - New Hires (“New Members” within the meaning of the Public Employees’ Pension Reform Act of 2013 (PEPRA)) – in accordance with PEPRA will pay at least 50% of the normal cost rate <p><u>Retirement Formula</u></p> <ul style="list-style-type: none"> - Current employees (ie., those covered by the County’s classic plan) - will be eligible to elect either the 1.62% @65 or 2.7% @55 retirement formula when tax issue is resolved; - Employees Hired on or after January 1, 2013 (“new members”), to be governed by the provisions of PEPRA (ie., 2% @62, also known as 2.5% @67);
Salaries	<ul style="list-style-type: none"> - Effective the first payroll period following effective date of Agreement, the County will increase salaries as follows: <ul style="list-style-type: none"> - - 1.25% base building; - - 1.25% one-time, lump sum, off schedule bonus - Merit Increases <ul style="list-style-type: none"> - - Full time employees hired on or after Board adoption will be eligible for a merit increase after one year (2080 hours) of service - - Part time employees hired on or after Board adoption will be eligible for a merit increase upon completion of 2080 hours of service

	<ul style="list-style-type: none"> - - Effective upon adoption, merit increases may be granted for one or two steps within the salary range based upon the employee's performance; A performance rating of "meets performance objectives" (standard performance) will earn a one (1) step increase
Health Insurance	<ul style="list-style-type: none"> - 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 - Implement "clean-up" language provided to Association on 8/24/12
Discipline/Appeals Procedures	Mediation - use if both parties agree, otherwise status quo on contract language
Mileage	Mileage reimbursement rate to be based on IRS standard mileage rate
Non Discrimination	Clarify language (refer to state and federal law rather than periodically update specific protected categories to conform to changes in the law)
Annual Leave Payoff	- Modify Annual Leave payoff provisions upon separation from service (including retirement) so as to more clearly reflect original intent of the provision;
Various Leave Provisions	<ul style="list-style-type: none"> - 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 - Clarify provisions regarding unpaid leaves of absence - Update FMLA to incorporate new statutory provisions
Reemployment of Employees on	Add language recommended by OCERS to

Disability Retirement	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
Premium Pay	Pay on hours worked rather than paid status; premium pay to be paid on dollar amount and not percentage of pay
Bereavement Leave	Update language to reflect 40 hours for 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]
Other Contract Provisions	Except as indicated above, other contract provisions are to remain "as is"
Resolution of Unfair Practice Charge	Association agrees to withdraw its unfair practice charge with prejudice

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