

ARTICLE XIX INSURANCE

Section 1. Health Plan Premium

- A. Except as modified by Section 1.C., D. E. and F., below, the County will offer health plans to all full-time regular, limited term and probationary employees and their eligible dependents. Subject to Subsection H below the County will pay ninety-five (95) percent of the employee's premium or seventy-five (75) percent of the total health plan premium, for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks. The Health Plan premiums are adopted by, and may be modified by, the Board of Supervisors.

- B. Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees. Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours. The County will pay fifty (50) percent of the employee's premium or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks. Coverage shall be terminated for any employee whose normal assigned hours are reduced to less than twenty (20) in a full workweek.

- C. Two married full-time employees who are enrolled in the same health plan must be enrolled as Employee Married to Employee (EME). While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.

- D. Dual Coverage: If two married employees are enrolled in separate health plans neither employee may cover the employee's spouse as a dependent on their health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent children on one or both health plans, subject to employee contributions for coverage.

- E. For employees who are on approved leave which meets the requirements of 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.

Exhibit 1 – Non-Strikethrough

- F. For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.
- G. Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.
- H. The County's contribution toward the employee-only premium, as stated in Subsection A above, may be reduced in accordance with the County 2013 Health Plan Recommendations, at such time as the County deems appropriate. In addition, the County's contribution toward the employee's premium as stated in Sections 1.A., 1.B. and 1.C., and plan designs for the County-sponsored health plans, may be altered during the term of this MOU in accordance with the County 2013 Health Plan Recommendations, at such time the County deems appropriate.

Section 2. Health Plan Enrollment

- A. 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 PPO Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell PPO Health Plan, employee only. Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.
- B. Terminated employees will be continued with coverage in all health plans until the last day of the calendar month in which they terminate employment. Terminated employees may be eligible for continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.
- C. The County shall provide for an open enrollment period once each calendar year for employees, employees' eligible dependents, and retirees to change their enrollment in a County health plan.
- D. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a Retiree health plan.

Section 3. 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 or 192 hours of 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. Basic Life insurance and accidental death and dismemberment insurance will be provided in the amount of \$100,000 for all full-time administrative management employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.
 - b. Employees will have the option to purchase additional life insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies.
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 4. Premium Only Plan

The County will administer a Premium Only Plan that will allow an employee to pay for health insurance premiums as permitted by state and federal law, regulations, and guidelines. Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage as permitted by state and federal law, regulations, and guidelines.

Section 5. Retiree Medical Plan

A. Retiree Medical Grant

1. Effective August 1, 1993, and as amended by the Board of Supervisors, the County implemented a Retiree Medical Plan (“the Plan”) for employees who have retired from County service and who meet certain eligibility requirements of the Plan.
2. The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.
3. Upon paid County retirement, if eligible, a retiree shall receive a Retiree Medical Grant (Grant). The Grant may be applied only towards the cost of retiree and dependent coverage in a County-offered health insurance plan and/or Medicare premiums as provided below.
 - a. Upon implementation of the Plan, for eligible retirees the Grant shall be an amount based on ten (10) dollars per month for each full year of credited service in an Eligible Classification up to a maximum of twenty-five (25) years. In each fiscal year, the amount of such Grant shall be adjusted by the average percentage increase or decrease in County health plan premiums no later than the effective dates of such change, not to exceed three (3) percent per year. In no case shall the Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. The Grant will be adjusted as follows:
 - 1) The Grant will be reduced by seven and one-half percent (7½%) per year for each year of age the employee is less than age 60, based upon the employee’s age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.

Exhibit 1 – Non-Strikethrough

- 2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.
 - 3) Sections 5.A.2.b.1 and 5.A.2.b.2 shall not apply to Safety Classifications or Disability Retirements.
 - 4) The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately, if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.
- c. All current employees who retire and become eligible for a Grant shall be provided a one (1) time opportunity of thirty (30) days to enroll in a County-offered health plan from the date they retire. Should a retiree fail to enroll during the aforementioned thirty (30) day period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Grant, if eligible, and enrollment in a County offered health plan.

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

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B.2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.

2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately proceeding June 23, 2006.
3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

C. Eligibility Requirements for Retiree Medical Grant

1. Retiree must be actively retired from the County of Orange and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS).
2. Retiree must have retired with at least ten (10) years of credited County service except as provided in C.2.a., b., c., and d. below:
 - a. A retiree who receives a service-connected disability retirement pension under OCERS shall be eligible for a Grant equal to either ten (10) years of service or actual years of credited County service, whichever is greater.
 - b. A retiree with a minimum of five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall be eligible for a Grant based on actual years of credited County service. An employee with less than five (5) years of credited County service who receives a non-service connected disability retirement pension under OCERS shall not be eligible for a Grant.
 - c. A separated employee who has less than ten (10) years of credited County service or is under normal retirement age and requested a service or non-service connected disability retirement pension under OCERS shall not be eligible to receive either the Grant or the Lump Sum benefit until a determination of disability status is made by the Orange County Board of Retirement.
 - d. A separated employee who receives a Lump Sum benefit pursuant to this Section shall be ineligible for the Grant if, at a later date, the Board of Retirement grants a disability retirement.

2. 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 Grant. All eligible retirees and dependents that are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Grant.
3. Deferred Retirement
 - a. An employee who, upon separation from County service, is eligible for paid retirement and elects deferred retirement must defer participation in the Grant until such time as he or she becomes an active retiree.
 - b. An employee who is not eligible for paid retirement at the time he or she separates from County service shall not become eligible for participation in the Grant.
5. For purposes of this Section, a full year of credited service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement. For this purpose a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.

D. Survivor Benefits

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

ARTICLE XIX INSURANCESection 1. Health Plans Premium

- A. Except as modified by Section 1.~~B., C., D. E. and DF.~~, below, the County will offer health plans to all **full-time** regular, limited term and probationary employees and their **eligible** 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. Subject to Subsection H below the County will pay ninety-five (95) percent of the employee's premium or seventy-five (75) percent of the total health plan premium, for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks. The Health Plan premiums are adopted by, and may be modified by, the Board of Supervisors.~~
- B. ~~Except as modified in Section 1.C., D., E., and F. below, the County will offer health plans to all part-time regular, limited term, and probationary employees.~~ Enrollment of part-time employees shall be restricted to employees whose normal workweek consists of at least twenty (20) hours. ~~The County will pay fifty (50) percent of the employee's premium or thirty-seven and one-half (37 ½) percent of the total health plan premium, for each employee and such employee's eligible dependents. Employees will pay the remaining portion of the total plan premium and consent to have their portion deducted from their County regular or supplemental payroll checks.~~ 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 **who are** enrolled in the same health plan must be enrolled as ~~e~~Employee ~~m~~Married to ~~e~~Employee (**EME**). ~~While enrolled as EME, the County will pay the full cost of employee and dependent coverage for each EME. Employees must report any subsequent changes in marital status, such as legal separation or divorce, within 30 days of the event. Failure to report legal separation or divorce from a covered spouse shall require repayment of all premiums paid by the County under this program during the period in which the employees were ineligible due to legal separation or divorce.~~
- D. **Dual Coverage:** If two married employees are enrolled in separate health plans neither employee may cover the employee's spouse as a dependent on their health plan. Eligible employees may choose to enroll in different health plans and choose to cover eligible dependent

children on one or both health plans, subject to employee contributions for coverage.

- E.** For employees who are on approved **leave which meets the requirements of** 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.
- D.**
- F.** **For employees who are on approved leave which meets the requirements of Pregnancy Disability Leave pursuant to Government Code section 12945, the County shall continue to pay health insurance premiums as provided in A and B above, to the extent required by applicable law.**
- G.** **Effective January 1, 2008, active employees are pooled separately from retirees for purposes of setting premiums for participation in County-offered health plans.**
- H.** **The County's contribution toward the employee-only premium, as stated in Subsection A above, may be reduced in accordance with the County 2013 Health Plan Recommendations, at such time as the County deems appropriate. In addition, the County's contribution toward the employee's premium as stated in Sections 1.A., 1.B. and 1.C., and plan designs for the County-sponsored health plans, may be altered during the term of this MOU in accordance with the County 2013 Health Plan Recommendations, at such time the County deems appropriate.**

Section 2. Health Plan Enrollment

- A.** 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 **PPO** Health Plan, employee only. Eligible part-time employees failing to elect a plan will be enrolled in the Sharewell **PPO** Health Plan, employee only. ~~New employees will not be eligible for enrollment in Indemnity Plan A.~~ **Employees who go out on leave of absence prior to satisfying the waiting period for coverage shall not be eligible for coverage until returning to work unless required by state/federal law. Upon return to work, coverage will become effective the first day of the month following thirty (30) days from the date of return unless otherwise required by state/federal law.**
- B.** Terminated employees will **be continued to be eligible for with coverage in all health plans benefits** until the last day of the calendar month in which they terminate employment. **Terminated employees may be eligible for**

continuation of health insurance as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or by other state/federal law.

- C.** The County shall provide for an open enrollment period once each calendar year for employees, employees' **eligible** 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.~~
- D. Employees who are enrolled in a County health plan at the time of retirement will be given the opportunity to elect and enroll in a Retiree health plan.**

Section **23.** 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~~ **192 hours of** 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. **Basic** Life insurance and accidental death and dismemberment insurance will be provided **in the amount of \$100,000 for all full-time administrative management employees without proof of insurability. Such insurance will be subject to the limitations of liability contained in those insurance policies. Benefits are subject to Imputed Income requirements as required by law.** ~~based upon coverage as listed in the following table regardless of age:~~

<u>Salary</u>		<u>Salary</u>	
<u>Grade</u>	<u>Insurance</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

- b. Employees will have the option to purchase additional life ~~and accidental death and dismemberment coverage including dependent coverage.~~ **insurance coverage options without proof of insurability if purchased within thirty (30) days of eligibility. Some levels of additional life insurance coverage, or any additional life insurance coverage purchased after thirty (30) days of eligibility require proof of insurability. Employees will have the option to purchase additional supplemental life and accidental death and dismemberment coverage including dependent coverage. Such insurance will be subject to the limitations of liability contained in those insurance policies.**

a.

- ~~a. 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 ~~34~~. 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 by state and federal law, regulations, and guidelines.~~ Under the plan, an employee's gross taxable salary will be reduced by the amount of his or her share of the premium costs of County-provided health insurance coverage **as permitted by state and federal law, regulations, and guidelines.**

Section 45. Retiree Medical ~~Benefit~~Plan

A. Retiree Medical ~~Insurance~~ Grant

- 1. Effective August 1, 1993, **and as amended by the Board of Supervisors,** the County implemented a Retiree Medical ~~Insurance Grant~~ **Plan (“the Plan”)** for employees who have retired from

County service and who meet ~~the certain~~ eligibility requirements ~~set forth in Section 5.B., below of the Plan.~~

2. **The County will: (a) fund the cost of the Plan; and (b) establish a trust to administer the Plan.**
3. Upon paid County retirement, ~~an if eligible, a retiree who has enrolled in a County-offered health plan or Medicare Part A or Part B~~ shall receive a Retiree Medical ~~Insurance~~ Grant (**Grant**). **The 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 below.**
- ~~2. —~~
- ~~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 **of the Plan, for eligible retirees** the ~~Retiree Medical Insurance~~ Grant shall be an amount based on ten (10) dollars per month for each full year of **credited** service ~~to a maximum of two hundred fifty (250) dollars per month in an Eligible Classification up to a maximum of twenty-five (25) years.~~ In each ~~calendar fiscal~~ year, the amount of such Grant shall be adjusted by the average percentage increase **or decrease** in County health plan premiums no later than the effective dates of such ~~increases~~**change**, not to exceed **five three (53)** 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. **The Grant will be adjusted as follows:**
 - 1) **The Grant will be reduced by seven and one-half percent (7½%) per year for each year of age the employee is less than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.**

- 2) The Grant will be increased by seven and one-half percent (7½%) per year for each year of age the employee is greater than age 60, based upon the employee's age on the date when the employee takes active retirement from OCERS. For the purposes of the Grant increase, no years of age after age 70 will be considered. For the purpose of deferred retirement, the date on which the deferred retiree takes active retirement from OCERS will be deemed the retirement date.
- 3) Sections 5.A.2.b.1 and 5.A.2.b.2 shall not apply to Safety Classifications or Disability Retirements.
- 4) The Grant for all eligible retirees (including retirees on disability) and surviving dependents will be reduced by fifty percent (50%) the first day of the month the retiree or surviving dependent becomes eligible for both Medicare Part A (without paying a premium) and Medicare Part B or immediately, if the retiring employee is eligible for Medicare Part A (without paying a premium) and Medicare Part B, as of the date of retirement. This provision does not apply to a retiree or surviving dependent eligible for the Grant who has attained age 65 on or prior to September 26, 2006 and is eligible for both Medicare Part A (without paying a premium) and Medicare Part B.

~~b.~~

- c. All **current** employees who **retire and** 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~~ **from the date they retire**. Should a retiree fail to enroll during the aforementioned **thirty (30) day** period or should he or she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a ~~Retiree Medical Insurance~~ Grant, **if eligible, and enrollment in a County offered health plan.**

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

1. An employee who was employed by the County prior to June 23, 2006 and who separates from County service prior to meeting the eligibility requirements for the Grant shall receive a lump sum (Lump Sum benefit) cash payment in accordance with B.2. below. The Plan Lump Sum benefit is terminated for all new County employees hired on or after June 23, 2006.
2. An employee who is employed by the County prior to June 23, 2006, who thereafter separates from the County and who does not qualify for a Grant shall receive a Lump Sum benefit equal to one percent (1%) of his or her final average hourly compensation multiplied by his or her qualified hours of service after August 1, 1993 and prior to June 23, 2006. The final average hourly compensation shall be calculated on base salary over the six thousand two hundred forty (6240) regularly paid hours immediately proceeding June 23, 2006.
- ~~B.~~—3. Receipt of the Grant shall permanently revoke any claim to a Lump Sum benefit even if the retiree subsequently terminates participation in a County-offered health plan and/or Grant. Receipt of the Lump Sum benefit shall permanently revoke any claim to the Grant.

~~G.~~ C. 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 (**OCERS**).
2. Retiree must have retired with at least ten (10) years of **credited** County service except as provided in ~~BC~~.2.a., b., c., and d. below:
 - a. A retiree who receives a service-connected disability retirement **pension under OCERS**~~from the County~~ shall be eligible for a ~~Retiree Medical Insurance~~ Grant equal to either ten (10) years of service or actual years of **credited** County service, whichever is greater.
 - b. A retiree with a minimum of five (5) years of **credited** County service who receives a non-service connected disability retirement **pension under OCERS** shall be eligible for a ~~Retiree Medical Insurance~~ Grant based on actual years of **credited** County service. An employee with less than five (5) years of **credited** County service who receives a non-service connected disability retirement **pension under OCERS** shall not be eligible for a ~~Retiree Medical Insurance~~ Grant.

- c. A separated employee who has less than ten (10) years of **credited** County service or is under normal retirement age and requested a service or non-service connected disability retirement **pension under OCERS** shall not be eligible to receive either the ~~Retiree Medical Insurance Grant~~ or the ~~cash distribution~~ **Lump Sum benefit** until a determination of disability status is made by the **Orange County** Board of Retirement.
 - d. A separated employee who receives a ~~Lump Sum~~ **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.
2. 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 that~~ 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~~.
 3. 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 **credited** service shall be based upon those regular hours the employee worked for the County as a regular, limited-term and/or probationary employee. Two thousand eighty (2080) regular hours, exclusive of overtime, shall equal one (1) full year of service. **Hours of service performed in periods before August 1, 1993 shall be counted toward credited service only if the employee is continuously employed by the County from August 1, 1993 until his or her retirement. For this purpose a layoff will not be regarded as a break in continuous employment if the employee is reemployed by the County in an eligible classification following such layoff.**

4.

~~D. 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.~~

~~E.~~ 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.~~

~~F. D.~~ Survivor Benefits

1. A surviving **dependent of a retiree who was eligible to receive a Retiree Medical Grant, as stated above in A through C, and who qualifies for a monthly allowance 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 ~~ED.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.

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 four thousand five hundred (4,500) 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.

Section 10. Salary Adjustments

- A. 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.
- B. Effective May 2, 2014, salaries of Group II and Group III Executive Managers will receive a one-time, off schedule lump sum payment equivalent to 1.25% of their salaries. In addition, Group II and Group III Executive Managers will receive a 1.25% base building salary increase effective May 16, 2014.

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 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~~**four** thousand five hundred (~~34~~,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

- A. 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.
- B. Effective May 2, 2014, salaries of Group II and Group III Executive Managers will receive a one-time, off schedule lump sum payment equivalent to 1.25% of their salaries. In addition, Group II and Group III Executive Managers will receive a 1.25% base building salary increase effective May 16, 2014.**

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%.

APPENDIX A

Classes designated as Executive Management as of April 29, 2014.

Group I/A - Elected Officials

0005E1 Assessor
0010EA Auditor-Controller
0010E1 Auditor-Controller
0182EA County Clerk/Recorder
0182E1 County Clerk/Recorder
0030E1 District Attorney
0065E1 Public Administrator
0070E1 Sheriff-Coroner
0087E1 Treasurer-Tax Collector

Group II - Appointed Agency/Department Heads

8324E2 Airport Director
8013E2 Assistant to County Executive Officer
8012E2 Chief Financial Officer
8525E2 Chief Human Resources Officer
8011E2 Chief Information Officer
0642E2 Clerk of the Board of Supervisors
2325E2 County Counsel
8145E2 County Executive Officer
7421E4 County Probation Officer
8014E2 Deputy County Executive Officer
6560E2 Director, Child Support Services
8015E2 Director, Dana Point Harbor
4578E2 Director, Health Care Agency
7840E2 Director, Internal Audit
2131E2 Director, OC Community Resources
8120E2 Director, OC Waste & Recycling
8180E2 Director, Public Works
7039E2 Director, Social Services Agency
8010E2 Executive Manager
7843E2 Performance Audit Director
2373E2 Public Defender
0656E2 Registrar of Voters

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

Group III/B Agency/Department Principal Assistants

4576E3 Assistant Director, HCA*

Exhibit 3 – Non-Strikethrough

2342E3 Assistant District Attorney
6146EB Assistant Sheriff
7848E3 Assistant Treasurer-Tax Collector
2322E3 Chief Assistant County Counsel*
2344E3 Chief Assistant District Attorney
6539EB Chief, Bureau of Investigation, District Attorney
7823E3 Chief Deputy Auditor-Controller*
7038E3 Chief Deputy Director, SSA*
7420E8 Chief Deputy Probation Officer
2372E3 Chief Deputy Public Defender*
2547E3 County Librarian
6148EB Commander
8173E3 Deputy Director/Chief Engineer, OCPW
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
6145EB Undersheriff*

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

APPENDIX A

Classes designated as Executive Management as of ~~April 29, 2014~~ ~~January 10, 2003~~.

Group I/A - Elected Officials

0005E1 Assessor
0010E1A Auditor-Controller
0010E1 Auditor-Controller
0182E1A County Clerk/Recorder
0182E1 County Clerk/Recorder
0030E1 District Attorney
0065E1 Public Administrator
0070E1 Sheriff-Coroner
0087E1 Treasurer-Tax Collector

Group II - Appointed Agency/Department Heads

8324E2 Airport Director
8013E2 Assistant to County Executive Officer
8012E2 Chief Financial Officer
8525E2 Chief Human Resources Officer
8011E2 Chief Information Officer
0642E2 Clerk of the Board of Supervisors
2325E2 County Counsel
8145E2 County Executive Officer
~~2547E2 County Librarian~~
7421E4 County Probation Officer
8014E2 Deputy County Executive Officer
6560E2 Director, Child Support Services
8015E2 Director, Dana Point Harbor
~~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
2131E2 Director, OC Community Resources
8120E2 Director, OC Waste & Recycling

~~2142E2 Director, Planning and Development Services~~
8180E2 Director, Public ~~Facilities and Resources~~ **Works**
7039E2 Director, Social Services Agency
8010E2 Executive Manager
~~8525E2 Human Resources Director~~
~~0065E2 Public Administrator~~
7843E2 Performance Audit Director
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/~~B~~– 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 ~~B~~ Assistant Sheriff

7848E3 Assistant Treasurer-Tax Collector

2322E3 Chief Assistant County Counsel*

2344E3 Chief Assistant District Attorney

~~6539E3 Chief, Bureau of Investigation, District Attorney~~

6539EB Chief, Bureau of Investigation, District Attorney

7823E3 Chief Deputy Auditor-Controller*

7038E3 Chief Deputy Director, SSA*

7420E8 Chief Deputy Probation Officer

2372E3 Chief Deputy Public Defender*

2547E3 County Librarian

6148EB Commander

8173E3 Deputy Director/Chief Engineer, ~~PFRDOCPW~~

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 ~~B~~ Undersheriff*

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