



County of Orange

# MEMO

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COUNTY OF ORANGE  
BOARD OF SUPERVISORS

**DATE:** October 19, 2007

**TO:** Chris Norby, Chairman  
Orange County Board of Supervisors

**FROM:** Thomas G. Mauk   
County Executive Officer

**SUBJECT:** Exception to the Rule 21

The County Executive Office is requesting a supplemental agenda item for the October 23, 2007 Board Meeting:

**Board Meeting Date:** October 23, 2007

**Subject:** Approve and adopt MOU Agreement with AOCDS

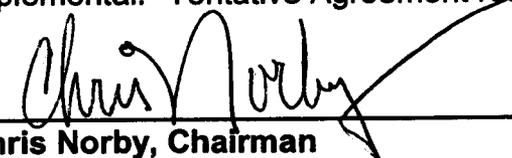
**Calendar:** Supplemental

**Districts:** All Districts

**Recommended Actions:** Approve and adopt 2006-2009 Memorandum of Understanding between the County of Orange and the Association of Orange County Deputy Sheriffs as detailed in Exhibit 1.

Approve and adopt new classification and class specification for DA Investigator.

**Reason for Supplemental:** Tentative Agreement reached with AOCDS on 10-17-07.

**Concur:**   
Chris Norby, Chairman  
Orange County Board of Supervisors

**cc:** Rob Richardson, Assistant to the County Executive Officer



**SUPPLEMENTAL AGENDA ITEM  
AGENDA STAFF REPORT**

ASR Control

07 OCT 19 PM 1:37  
COUNTY CLERK'S OFFICE  
COUNTY CLERK'S OFFICE

**MEETING DATE:** October 23, 2007  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Human Resources Department  
**DEPARTMENT CONTACT PERSON(S):** Carl H. Crown, (714) 834-2836  
 Shelley Carlucci, (714) 834-3194

**SUBJECT:** Approve and adopt MOU Agreement with AOCDS

CEO CONCUR

COUNTY COUNSEL REVIEW

CLERK OF THE BOARD  
Discussion

**Budgeted:** Yes                      **Current Year Cost:** \$24,559,820                      **Annual Cost:** \$18,805,406  
**Staffing Impact:** n/a                      **# of Positions:** n/a                      **Sole Source:** n/a  
**Current Fiscal Year Revenue:** n/a  
**Funding Source:** Various

**Prior Board Action:** n/a

**RECOMMENDED ACTION(S)**

1. Approve and adopt 2006-2009 Memorandum of Understanding Provisions between the County of Orange and the Association of Orange County Deputy Sheriffs as detailed in Exhibit 1.
  
2. Approve and adopt revised classification specification and new title of District Attorney Investigator as detailed in Exhibit 2.

**SUMMARY:**

Negotiations with the Association of Orange County Deputy Sheriffs (AOCDS) have concluded for the Peace Officer and Supervising Peace Officer representation unit. It is anticipated that the agreement will be ratified by the AOCDS membership. The agreement is for a three-year term, from October 2006 through October 2009, and represents the culmination of lengthy contract negotiations which have been ongoing for over one year. The terms of the agreement include general salary increases of 4.75% effective October, 2006, 4.6% effective October, 2007 and 3.0% effective October, 2008; a conversion of Peace Officer Standards Training (POST) pay from a flat amount to a percentage of base pay, a nominal increase in Training Officer and Motorcycle pay and market adjustments for the District Attorney Investigator classification.

A significant component of the agreement is the restructuring of the Retiree Medical Program. The restructuring achieves an estimated \$140 million reduction in the unfunded liability associated with the retiree medical grants for this bargaining unit, as a result of the following changes:

- Reduction in grant cost of living adjustment from 5% to 3%, effective January 1, 2008
- Grant accruals frozen upon Board approval of agreement
- 1% lump sum payments frozen upon Board approval of agreement
- 50% reduction in grant upon Medicare eligibility
- 10% increase in retiree health premiums
- Elimination of grant accruals for current employees
- Establishment of Defined Contribution Plans (Health Savings Accounts) to replace the retiree medical grant for new employees, and to supplement the frozen grants for current employees; funding of the accounts will be made by combination of employer and employee contributions
- Employee deductions to offset the Annual Required Contribution to continue the retiree medical grant program for the current AOCDS retirees

AOCDS will be the first bargaining unit in the County to replace the retiree medical grant with Individual Health Savings Accounts, which will eventually eliminate the unfunded liability associated with the current Retiree Medical Grant program.

Additionally, the agreement contains provisions for a comprehensive audit of the AOCDS Medical Trust Fund on an annual basis. The audit will be conducted by an independent CPA firm recommended by AOCDS, with final selection by the County. The County and AOCDS will enter into a dual agency agreement with the selected firm, and both parties will have equal access to all data used by the auditor in preparing the Auditor's Report. Any increase in the County's contribution to the AOCDS Medical Trust will be determined based on the findings of the audit.

It is recommended that the Board approve the 2006-2009 Memorandum of Understanding between the County and the Association of Orange County Deputy Sheriffs Association.

#### **BACKGROUND INFORMATION:**

County staff, under the direction of the County Executive Officer, has held negotiations with AOCDS for the past year. As a result of Board direction, the proposed agreement reflects the Board's priorities to restructure Retiree Medical and also to obtain a comprehensive audit of the AOCDS Medical Benefits Trust. The general salary increases, POST conversion to a percentage of base pay and the market adjustments for the DA Investigators also help the County to remain a competitive employer in the marketplace and to attract and retain the best and brightest into the critical positions in law enforcement for both the Sheriff and the District Attorney.

The agreement also provides for the transition of the Law Enforcement Managers (actives and retirees) from the County health plans to the AOCDS health plans by January 1, 2008. This change will help to mitigate the transition issues between medical plans upon promotion from AOCDS represented positions to Law Enforcement Management positions within the Sheriff Department and the District Attorney. The details of this transition will be discussed between the County, AOCDS and the Association of County Law Enforcement Managers (ACLEM). The terms and conditions of employment for Law Enforcement Managers are provided for in the Personnel and Salary Resolution (PSR). We will return to your Board for approval of the updated PSR provisions pertaining to this change within 30 days of approval of the AOCDS agreement.

The total estimated cost of the three-year agreement with AOCDS is \$43,249,943. The 2006 Strategic Financial Plan (SFP) allocated \$31,166,000 for the years covered by this agreement, leaving an unfunded balance of \$12,083,943. Provisions contained within the agreement also reduce retiree medical expense by \$12,669,200 when compared to the FY 2007-08 Approved Budget; thus fully funding the agreement. On-going operational needs will place additional demands on the departmental budget, however the proposed agreement is within the 2006 SFP parameters.

**FINANCIAL IMPACT:**

See above

**STAFFING IMPACT:**

**REVIEWING AGENCIES:**

**EXHIBIT(S):**

Exhibit 1 - Summary of AOCDS MOU provisions  
Exhibit 2 - DA Investigator class specification

**ATTACHMENT(S):**

**SUMMARY OF AOCDS MEMORANDUM OF UNDERSTANDING PROVISIONS  
SUBMITTED FOR BOARD APPROVAL  
October 23, 2007**

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**Term of Contract:** October 13, 2006 through October 8, 2009

**Section 4. E. Peace Officer Standards and Training (POST) Pay**

A full-time regular, limited term or probationary employee who meets the requirements for POST pay shall be paid as follows, effective October 12, 2007:

Intermediate POST Certificate: 5.0% of individual base pay  
Advance POST Certificate: 7.5% of individual base pay  
Supervisory POST Certificate: 7.5% of individual base pay

Effective October 10, 2008:

Intermediate POST Certificate 5.0% of individual base pay  
Advance POST Certificate: 9.0% of individual base pay  
Supervisory POST Certificate: 9.5% of individual base pay

**Section 4. J. Training Officer Assignment Pay**

Effective October 12, 2007, employees assigned to Patrol, Harbor or to the Sheriff's Training Academy on a regular, full-time basis who are responsible for training new deputies shall be paid two dollars (\$2.00) per hour for all hours assigned to perform such training functions. The amount of Training Officer Assignment Pay for regular, full-time employees assigned to the Jail who are responsible for training new deputies shall be one dollar (\$1.00) per hour for all hours assigned to perform such training functions.

**Section 4. K. Motorcycle Officer Assignment Pay**

Effective October 12, 2007, employees on pay status and assigned as a Motorcycle Officer on a regular, full-time basis shall receive \$250 per month.

**Section 4. S. Inmate Transportation Pay**

Effective with the first pay period of 2008, the Inmate Transportation Pay will be paid as a monthly premium in the amount of \$75 per month. Employees on pay status with a Class A or Class B driver's license and assigned to Inmate Transportation on a regular, full-time basis shall receive a monthly premium of \$75.00.

**ARTICLE III      General Personnel Provisions**

**Section 1. B.      Promotional Probation**

Twelve month promotional probation period for Supervising DA Investigator

**ARTICLE XII      On-the Job Injuries, Worker's Compensation and Medical Insurance**

See attached revisions for Medical Insurance, Audit of Trust Fund and Retiree Medical Benefit

**ARTICLE XXVI    Salaries**

- A. All classes shall receive a general salary increase of 4.75 percent effective October 13, 2006
- B. All classes shall receive a general salary increase of 4.60 percent effective October 12, 2007
- C. All classes shall receive a general salary increase of 3.00 percent effective October 10, 2008

**Market Adjustments**

Effective October 12, 2007, the classifications of DA Investigator and Supervising DA Investigator shall receive a one-range adjustment of 2.75 percent.

Effective October 10, 2008, the classifications of DA Investigator and Supervising DA Investigator shall receive a two-range adjustment of 5.5 percent.

**EXHIBIT 1 Page 3 of 6**

**ARTICLE XII            ON-THE-JOB INJURIES, WORKERS' COMPENSATION AND  
MEDICAL INSURANCE**

**Section 3.                Medical Insurance**

**DELETE:**                Section 3.A. 1, 2, 3, 4

**ADD:** Section 3.A. 1.

1.     Effective October 13, 2006, the County shall continue to contribute \$620 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in these units except as noted in B., C., D., and E., below.
  
2.     Upon receipt of the Independent Auditor's report referenced in Article XII, Section 4.D.4 herein below, there will be a reopener to renegotiate the amount of the County's monthly contribution to the AOCDS Medical Insurance Trust (in no event will the monthly contribution be less than \$620 per month) for each full-time enrolled regular, limited-term, and probationary employee on paid status in these units except as noted in B., C., D., and E., below. As part of the reopener, the following issues will be considered in the discussions: (a) the amount of premium cost for each employee and whether the premium cost described in this Section 3.A.2 is greater than \$620 per month (b) whether the reserves of the AOCDS Medical Insurance Trust are, at any time within the following twelve (12) months, expected to fall below the appropriate level of reserves determined pursuant to Article XII, Section 4.D.1 herein below. If an increase in the County's monthly contribution is renegotiated based on the findings and conclusions of the audit, the increase will be effective October 10, 2008.

**Section 4.                AOCDS Medical Insurance Trust Fund**

**ADD:** Section 4. D, 1, 2, 3, 4, to the existing language

1.     The County shall participate and be involved in a study to be commissioned by AOCDS to determine the appropriate level of reserves for the AOCDS Medical Insurance Trust.
  
2.     By July 1, 2008, AOCDS shall provide the County with a report prepared by a licensed Certified Public Accountant outlining the methods used to calculate the amounts of administrative fees and expenditures paid to AOCDS and to third party administrators, including the amounts received by commissions.

**EXHIBIT 1 Page 4 of 6**

3. AOCDS and the County shall conduct a joint audit of the AOCDS Medical Insurance Trust.
  - a. The audit of the AOCDS Medical Insurance Trust shall include, but not be limited to:
    - i. Summary of medical benefit plan highlights (with information on deductibles and co-pays)
    - ii. Monthly premiums (active employees, retirees and Medicare-eligible retirees), verification that such monthly premiums reflect the retiree premiums 10% higher than the active employee premiums
    - iii. Summary of enrollment by active employee/retiree by plan and by tier
    - iv. Method for setting retiree contributions (eg, confirm contributions based on difference between premium and grant amount)
    - v. Health plan renewal or contract documents
    - vi. Understanding the investment options and balances of the Trust
    - vii. How the unfunded liability is calculated\*
    - viii. Review of actuarial valuations of the Trust\*
    - ix. Review of the cash flow analysis of the mutual fund investments
    - x. How the amount of overhead is determined

\*Deleted if there are no County or AOCDS GASB reporting requirements

4. The County requires a complete independent audit of the AOCDS Medical Trust on an annual basis. AOCDS will recommend at least three (3) independent licensed CPA firms for the County's consideration. The County shall make the selection of the licensed CPA firm (the "Independent Auditor") to conduct the audit from the list provided by AOCDS. AOCDS and the County will enter into a dual agency agreement with the Independent Auditor, whereby the AOCDS and the County shall be considered joint clients of the Independent Auditor. Such dual agency agreement will provide AOCDS and the County with equal access to any and all data used by the Independent Auditor in preparing its report, and an equal right to request information and data of the Independent Auditor, as reflected in Section 4.D.3 above. AOCDS and the County will share the cost of the audit equally. The independent audit is to be conducted each Fiscal Year with the audit report to be presented by the Independent Auditor to AOCDS and the County within 120 days from the end of the Fiscal Year.

**EXHIBIT 1 Page 5 of 6**

Section 6. Other Insurance Coverage

**DELETE AND REPLACE:** Section 6. D. AOCDS shall agree to the same audit process as outlined in Section 4. D.

Section 8. Retiree Medical Benefit

1. Effective January 1, 2008, reduction in the Grant COLA from five (5) percent to three (3) percent
2. Grant accruals for current employees will be frozen, i.e. years of service frozen as of the date of Board adoption of the Agreement.
3. For current employees, freeze the 1% lump sum payment as of the date of Board adoption of the Agreement.
4. Once a retiree becomes eligible for Medicare Parts A and B, the grant will be reduced by 50%. Current retirees who are 64 or younger will be subject to the reduction, but no sooner than one year from the date of Board approval of the agreement. The reduction does not apply to current retirees who are now 65 or older
5. Current and future retiree health premiums will be required to be 10% higher than active employees
6. Future hires as of the date of Board approval of the agreement would not be eligible for any grant amounts
7. Effective January 1, 2008, or as soon as can be implemented, establish Defined Contribution Program (Health Savings/Reimbursement Accounts) for current and future employees. County to administer the Defined Contribution Program. County and AOCDS to establish an advisory committee to assist in the development and oversight of the Defined Contribution program.
8. Effective January 1, 2008, or as soon as can be implemented, elimination of grant accruals (for current and future employees) will be replaced by a Defined Contribution Program. Funding levels of 2% employee contribution (employee payroll deduction of 2% of base salary beginning October 12, 2007) and 2% employer contribution effective October 12, 2007. Increase employer contribution to 3.0% effective October 1, 2008.
9. Current 1% employee contribution will continue to be deducted to offset the Annual Required Contribution to continue the retiree medical grants for current AOCDS retirees. Contributions will be transferred to the County's Retiree Medical Trust.

**EXHIBIT 1 Page 6 of 6**

10. Current employees and future hires as of October 12, 2007 will contribute 2.6% of bi-weekly base pay, by payroll deductions to offset the Annual Required Contribution to continue the retiree medical grants for current AOCDS retirees. Contributions will be transferred to the County's Retiree Medical Trust.

**DISTRICT ATTORNEY INVESTIGATOR**

**DEFINITION**

Under general supervision, to conduct difficult, sensitive and complex criminal and civil investigations for the District Attorney's Office, Sheriff's Department, Municipal Police Agencies and the Grand Jury involving the gathering of evidence for the apprehension and prosecution of person/entities, suspected of violating the laws and to do other work as required.

**CLASS CHARACTERISTICS**

Incumbents independently perform a wide range of criminal investigations including the more difficult; provide technical guidance and training to investigative staff and may serve as team leaders of investigative activities. Incumbents exercise independent judgment and action in the analysis of evidence in order to determine whether a crime was committed or to obtain or develop additional evidence to support criminal prosecution. The District Attorney Investigator class requires that the incumbent possess experience in conducting wide variety of criminal investigations including specialized crimes and grand jury investigations.

**EXAMPLES OF DUTIES**

1. Plans, conducts and coordinates investigations to support prosecution of a wide variety of criminal and civil cases including complex fraud, environmental crimes, organized crime and political corruption.
2. Investigates complex crimes under the jurisdiction of the Orange County Grand Jury, violations of corporate laws and highly sensitive or confidential criminal or civil matter referred to the District Attorney by municipalities.
3. Gathers and obtains critical information and evidence through interviews of victims, suspects and witnesses; investigates crime scenes; conducts intelligence gathering by establishing and maintaining relationships with key informants and conducting stationary and mobile surveillance.
4. Prepares reports and makes recommendations to attorneys regarding the filing of criminal complaints. Assist attorneys in the preparation of cases for trial; requests and/or prepares subpoenas for witnesses, participates in, prepares subpoenas for witnesses, participates in, prepares and/or executes and conducts search warrant operations.

**EXHIBIT 2 Page 2 of 4**

5. Establishes and maintains strong cooperative relationships with other law enforcement and public agencies.
6. Testifies in court as the investigating officer.
7. Acts as a liaison and coordinates investigative activities with law enforcement officers from various agencies; coordinates the appearance of witnesses at trial and explains court procedures; conducts background investigations on new staff.
8. Serves criminal and civil process documents, makes arrests as necessary based on probable cause, bench warrant and criminal complaints.
9. Transports and stores evidence; operates technical investigative equipment such as computers, recorders, cameras and electronic sound equipment.
10. Explains District Attorney Policies and Procedures as well as applicable laws and regulations to the public, other government agencies, witnesses, suspects, and victims.
11. Prepares and maintains statistical and operational logs, records and reports; maintains computer data bases relevant to assignment.
12. Participates in Federal, State, and local law enforcement intelligence activities.
13. Performs extradition of prisoners from other jurisdictions.
14. Performs County-wide criminal investigations on elected officials, attorneys, law enforcement officers and other sensitive and high profile matters. Reviews and evaluates records maintained by any state or local agency pursuant to authorization of penal code section 832.7.
15. Assists out of state law enforcement agencies.
16. Provides expertise in investigative specialty areas such as narcotics, gangs, domestic violence, organized crime, officer involved shootings, and a variety of complex frauds.
17. Transports witnesses to and from court, provides witness protection and witness relocation assistance as needed.

**EXHIBIT 2 Page 3 of 4**

**MINIMUM QUALIFICATIONS**

Special Requirements for Peace Officer Status: Applicant must:

Be a citizen of the United States or qualify for Peace Officer status under California Government Code Section 1031.5; be at least 20 years of age; not have been convicted of a felony.

Be free from any physical, emotional or mental condition which might adversely affect exercise of peace officer powers, as determined by a licensed examining authority in accordance with California Government Code Section 1031.

Have graduated from high school, attained a satisfactory score on a G.E.D. test or passed a California high school proficiency examination.

Pass a background investigation conducted in compliance with California Government Code Section 1031, to the satisfaction of the Sheriff-Coroner or District Attorney.

Possess a current and valid California Peace Officer Standards and Training (P.O.S.T.) Basic Certificate or Basic Course Waiver as of date of appointment.

License Required

Possession of a valid California Driver License by date of appointment.

**General Knowledge of**

Methods and techniques of criminal investigation including the gathering and presentation of evidence; laws of arrest, rules of evidence and courtroom procedure; methods and use of technical investigative equipment.

**Ability to**

Gather, assemble, analyze and evaluate facts and evidence, draw logical conclusions and make sound recommendations; obtain information through interview and interrogation; prepare clear, concise, comprehensive reports; work effectively with a variety of law enforcement agencies; operates various technical investigative equipment.

Use firearms skillfully; operate police vehicles and other equipment under a variety of adverse field conditions; pass a medical examination for peace officers whose duties demand top physical fitness and agility and/or carry out a conditioning program to maintain good fitness; subdue and restrain a subject resisting arrest with due concern for safety of prisoner, bystanders and self.

**EXHIBIT 2 Page 4 of 4**

**Experience**

Five years of experience as a law enforcement officer in accordance with California Penal Code Section 830.1 or its equivalent including two years of experience performing investigations of felony and high misdemeanor crimes.