

Attachment B - Side Letter Agreement between the County and ACLEM

SIDE LETTER AGREEMENT TO THE 2015 -2018 MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ORANGE AND THE ASSOCIATION OF COUNTY LAW
ENFORCEMENT MANAGERS

This Side Letter Agreement modifies and amends the 2015 -2018 Memorandum of Understanding (“MOU) between the County of Orange (“County”) and the Association of County Law Enforcement Managers (“ACLEM”) resulting from reopener negotiations under Article XXIII of the MOU. This Side Letter Agreement shall be effective beginning with the first full pay period after adoption by the Board of Supervisors.

Pursuant to this Side Letter Agreement, Article II, Section 1; Article IV; Article V, Section 1; Article VI, Sections 1, 4 & 5 ; and Article XIII, Section 5.G shall be replaced with the following (changes from current MOU language are underlined):

ARTICLE II PAY PRACTICES

Section 1. Compensation for Employees

The Law Enforcement (LM) Salary Schedule includes only two (2) steps: Probationary and Non-Probationary.

- A. LM Salary Schedule reflected below shall become effective either at the start of the first payroll period commencing on or after Board of Supervisors’ adoption of the 2015-2018 Memorandum of Understanding (MOU) or the first pay period commencing on or after July 10, 2015, whichever is the latter.

<u>Law Enforcement Management - Sheriff</u>				<u>Law Enforcement Management - District Attorney</u>			
Salary Schedule				Salary Schedule			
Pay Rate		Probationary	Non-Probationary	Pay Rate		Probationary	Non-Probationary
LM-1	Hourly	\$68.50	\$71.61	LM-1a	Hourly	\$74.78	\$76.56
	Biweekly	\$5,480.00	\$5,728.80		Biweekly	\$5,982.40	\$6,124.80
	Monthly	\$11,873.33	\$12,412.40		Monthly	\$12,961.87	\$13,270.40
	Annually	\$142,480.00	\$148,948.80		Annually	\$155,542.40	\$159,244.80
		Probationary	Non-Probationary			Probationary	Non-Probationary
LM-2	Hourly	\$78.77	\$82.35	LM-2a	Hourly	\$80.39	\$82.35
	Biweekly	\$6,301.60	\$6,588.00		Biweekly	\$6,431.20	\$6,588.00
	Monthly	\$13,653.47	\$14,274.00		Monthly	\$13,934.27	\$14,274.00
	Annually	\$163,841.60	\$171,288.00		Annually	\$167,211.20	\$171,288.00

- B. Effective the first full pay period following adoption by the Board of Supervisors, the unadjusted base hourly salary rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 6.5%.
- C. Effective the first full pay period in July 2017, the unadjusted base hourly salary rate for each pay rate assigned to each class within the Law Enforcement Management Unit shall be increased by 1.5%.

Attachment B - Side Letter Agreement between the County and ACLEM

- D. Effective the first full pay period in January 2018, the unadjusted base hourly salary rate for each range and step assigned to each class within the Law Enforcement Management Unit shall be increased by 1.5%.

ARTICLE IV LEAVE PROVISIONS

~~Sick Leave, shall apply to regular and limited-term employees hired prior to July 15, 1977. Employees hired on or after July 15, 1977 shall be covered by the Annual Leave Plan, Article VI.~~

ARTICLE V VACATION

~~Article V, VACATION, shall apply to regular and limited-term employees hired prior to July 15, 1977. Employees hired on or after July 15, 1977 shall be covered by the Annual Leave Plan, Article VI.~~

Section 1. Accumulation of Vacation

- A. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his or her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
- B. During the first three (3) years of employment, a full-time employee in a regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred twenty (120) hours per year). Part-time employees will earn vacation on a pro-rated basis. A new employee in a full-time regular or limited-term position shall earn eighty (80) hours of vacation when the employee has accumulated two thousand eighty (2080) regularly scheduled paid hours. The employee shall earn a second eighty (80) hours of vacation when he or she has accumulated four thousand one hundred sixty (4160) regularly scheduled paid hours and a third eighty (80) hours of vacation when he or she has accumulated six thousand two hundred forty (6240) regularly scheduled paid hours. The employee shall in addition earn .0193 hours of vacation for each hour of pay during the regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- C. After an employee in a regular or limited-term position has been paid for six thousand two hundred forty (6240) regularly scheduled hours, the employee shall earn .077 hours vacation for each hour of pay during his or her regularly scheduled workweek (approximately one hundred sixty [160] hours per year) but not to exceed credit for more than eighty (80) regularly scheduled hours in any pay period. Such credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- D. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn .0962 hours vacation for each hour of pay during his or her regularly

Attachment B - Side Letter Agreement between the County and ACLEM

scheduled workweek (approximately two hundred [200] hours per year), under the same terms and conditions as for the prior rate of accrual.

- E. A new employee in a part-time regular or limited-term position shall earn pro rata vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. That same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The employee shall in addition earn .0193 hours of vacation for each hour of pay during his or her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates County service.
- F. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with less than ten (10) years of full-time continuous service shall be three hundred sixty (360) hours or a prorated amount equal to nine (9) weeks of vacation for part-time employees. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred eighty (480) hours and a prorated amount equal to twelve (12) weeks of vacation for part-time employees. An employee who has accrued the maximum allowable vacation credit will not accrue additional credit until the employee's vacation credit drops below the maximum allowed.

Section 2. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Article IV, Section 1.D.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years (Article IV, Section 1.D.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional vacation earned during the period of vacation may be taken consecutively.
- E. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
- F. Vacations shall be scheduled for employees by their Department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. No scheduled vacation will be cancelled except in cases of emergency.
- H. Illness while on paid vacation will be charged to sick leave rather than vacation only under the conditions specified in Article III, Section 1.B.5.

Attachment B - Side Letter Agreement between the County and ACLEM

- I. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as an Election Board Officer or Election Night Help.
- J. An employee separating from County service for reasons other than paid County retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from County service by way of paid County retirement may elect either to take time off for his or her vacation or to be paid for his or her vacation in a lump sum payment.
- ~~K. During each fiscal year an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.~~

K. Vacation Cash Out Where Employee Has No Annual Leave Balances

During each fiscal year, an employee who does not have annual leave balances may request to be paid for accrued vacation in either one increment or two (2) separate increments. An employee who, through a cash out of annual leave, depletes all annual leave, shall be permitted to cash out vacation leave in the same fiscal year as the year annual leave is depleted up to no more than an aggregate total of 120 hours of vacation and annual leave in the fiscal year. In all other cases in which an employee does not have annual leave balances, the employee may be paid for no more than ninety (90) hours under the following circumstances:

1. If an employee has 390 or less accrued hours of vacation, the employee shall be permitted to cash out up to ninety (90) hours of vacation leave for the fiscal year. Payment shall be made upon request unless the Agency/Department determines it is not economically and/or operationally feasible.
2. If at any time during a fiscal year an employee has more than 390 hours of accrued vacation hours, the employee shall be permitted to cash out up to ninety (90) hours of the allowed annual cash out of vacation leave for the year upon request.

L. Vacation and Annual Leave Cash Out Where Employee Has Annual Leave Balances

During each fiscal year, an employee who has annual leave balances may request to be paid for accrued annual leave in either two (2) separate increments equaling an aggregate total of one-hundred (120) hours or one (1) increment of no more than one hundred twenty (120) hours under the following circumstances:

1. An employee with over 750 hours of accrued annual leave shall be permitted to cash out one-hundred and twenty (120) hours of annual leave in a fiscal year upon request.
2. An employee with 750 or less hours of accrued annual leave shall be permitted to cash out sixty (60) hours of annual leave in a fiscal year upon request. The employee may cash out up to an additional sixty (60) hours of annual leave in a fiscal year if determined by the Agency/Department to be economically and/or operationally feasible to do so at the time of the request. In no event shall an employee be paid for more than 120 hours of annual leave in a fiscal year.

Attachment B - Side Letter Agreement between the County and ACLEM

3. An employee shall be permitted to cash out vacation or any combination of vacation leave and annual leave, to an aggregate total of 120 hours, if the employee has more than 390 hours of accrued vacation hours at any point in the fiscal year.

Example #1: If an employee has 755 hours of annual leave, and the employee currently has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 120 hours of annual leave, but no vacation leave;
2. Cash out 120 hours of vacation, but no annual leave; or
3. Cash out any combination of annual leave and vacation leave to a maximum of 120 hours.

Example #2: If an employee has 700 hours of annual leave, but the employee currently has 390 or less accrued vacation hours, the employee may only cash out up to 60 hours of annual leave. Annual leave in excess of 60 hours, up to a maximum of 120 hours, may be permitted at the discretion of the Agency/Department.

Example #3: If an employee has 60 hours of annual leave and the employee has more than 390 hours of accrued vacation hours, the employee may, for example, do any one of the following:

1. Cash out 60 hours of annual leave and up to 60 hours of vacation leave.
2. Cash out less than 60 hours of annual leave and up to 120 hours of vacation leave which does not, when added to the annual leave cash out, exceed a total of 120 hours.
3. Cash out up to 120 hours of vacation leave and any amount of accrued annual leave which does not, when added to the vacation leave cash out, exceed a total of 120 hours.

M. Vacation and Annual Leave Cash Out – Compensation Earnable

Vacation and/or annual leave cash outs are compensation earnable (pensionable) as allowed by law. Members should contact the Orange County Employees Retirement System (OCERS) for further details.

ARTICLE VI ANNUAL LEAVE PROVISIONS

These Annual Leave provisions apply only to regular and limited term employees hired on or after July 15, 1977 and before the first full pay period in January 2017, except as otherwise indicated in this Article.

As discussed more fully in Section 3 of this Article, effective the first pay period of January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.

Attachment B - Side Letter Agreement between the County and ACLEM

~~The Annual Leave provisions shall apply to regular and limited-term employees hired on or after July 15, 1977. Employees hired prior to July 15, 1977 shall be covered by the Sick Leave and Vacation provisions of this Memorandum of Understanding. Annual Leave will consist of the combined sick leave, vacation balances, and accruals for employees covered by the Annual Leave Plan.~~

~~Section 1. Accumulation of Annual Leave~~

- ~~A. During the first three (3) years of employment, a regular or limited-term employee shall earn approximately seven (7) hours and twenty five (25) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred ninety two [192] hours per year), or a prorated amount for any pay period in which the employee is paid for fewer than eighty (80) hours.~~
- ~~B. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately nine (9) hours and fifty two (52) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for fewer than eighty (80) hours.~~
- ~~C. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn eleven (11) hours and twenty four (24) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred ninety six [296] hours per year), or a prorated amount for any pay period in which the employee is paid for fewer than eighty (80) hours.~~
- ~~D. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.~~
- ~~E. The amount of annual leave an employee may accrue shall be unlimited.~~
- ~~F. When a person is re-employed in a regular or limited-term position, the Chief Human Resources Officer may, upon the request of the Department Head, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.~~

Attachment B - Side Letter Agreement between the County and ACLEM

Section 1. Use of Annual Leave for Illness or Injury

A. Annual Leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the critical illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, registered domestic partner, child, stepchild, grandchild, grandparent, or legal guardian.
5. Absence from duty because the employee's presence is needed to attend to the illness of the employee's child, spouse, parent or registered domestic partner, to the extent required by Labor Code section 233.
6. Absence from duty because: (1) the employee's presence is needed to attend to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or (2) an employee is a victim of domestic violence, sexual assault, or stalking and the employee uses the leave time for the purposes described in Labor Code sections 230(c) and 230.1(a). Use of this leave is limited to three (3) working days per year. For purposes of this Section "family member" means child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling as those terms are defined by Labor Code section 245.5(c).
7. Absence from duty because of personal business.
8. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.

B. Except as restricted by law, an employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 2. General Provisions

A. ~~Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.~~

Attachment B - Side Letter Agreement between the County and ACLEM

- ~~B. An Official Leave of Absence shall cause the aforementioned years of full-time County service to be postponed a number of calendar days equal to the Official Leave.~~
- ~~C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten (10) years of County service, with the part-time service being applied proportionately to the appropriate full-time interval.~~
- ~~D. Additional annual leave earned during the period of annual leave may be taken consecutively.~~
- AE. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- BF. Vacations (annual leave) shall be scheduled for employees by their department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- CG. Except as agreed to herein, the parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable, or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable, or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- DH. No scheduled annual leave will be cancelled by the department except in cases of emergency.
- EI. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid annual leave from the County service except as an Election Board Officer or Election Night Help.

Section 3. Payoff of Unused Annual Leave

- A. Payoff of unused annual leave during employment shall be administered according to Article V. Sections 2.K and 2.L.
~~During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.~~
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

~~An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below. Notwithstanding the above, any annual leave taken off during the final two (2) pay periods of employment with the~~

Attachment B - Side Letter Agreement between the County and ACLEM

~~County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, pregnancy leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.~~

<u>Years of Service</u>	<u>Maximum Payoff</u>
Less than 3 years	240 hours maximum paid at 100%
3 but less than 10	360 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 480 hours are paid at 100%; remaining balance obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 10 years of service equals 20% cash value for remaining balance; 25 or more years of service equals 50% of the remaining balance after deducted from 1600 hours maximum.

- C. Notwithstanding the above, no employee may receive a payoff paid at 100% that exceeds 480 hours for combined accrued vacation and annual leave. Accrued vacation will be paid at 100% up to the accrual limits specified in Article V, Section 1.F; remaining hours, up to the accrual limits specified in Article V, Section 1.F, will be paid from the annual leave accrual. (Accrued vacation that is taken as time-off for purposes of retirement (See Article V, Section 2), will be considered as a payoff for purposes of this provision.) Employees with 10 or more years of service will be eligible to receive pro-rated payouts at the time of separation in the percentages referenced above for all accrued annual leave hours remaining after the 100% payout, up to 1600 hours.
- D. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service shall be prorated.
- E. Annual Leave Payout on Retirement

An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment under the following conditions:

1. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100% (i.e., 240 hours for

Attachment B - Side Letter Agreement between the County and ACLEM

employees with less than three (3) years of service, 360 hours for employees with at least three (3) years of service but less than ten (10) years of service, 480 hours for employees with at least ten (10) years of service). If the employee does not take time off or the amount of leave taken as time off does not exceed the amount of hours the employee is eligible to be paid at 100% the remaining balance, to a maximum of 1600 hours (less maximum number of hours paid at 100%) shall be paid in accordance with payoff provisions set forth in Section 4(B) of this Article.

2. Notwithstanding the above, any annual leave taken as time off during the final two (2) pay periods of employment with the County will be deducted from the annual leave payoff provisions set forth above. This provision shall not apply to the use of family leave, workers compensation leave, or other statutorily protected leave during the final two (2) pay periods of employment.
- F. Notwithstanding any other provision of this Memorandum of Understanding, if an ACLEM member is killed in the line of duty (in accordance with Penal Code section 830.5), one hundred (100) percent of the employee's Annual Leave balance will be paid to the employee's estate.

Section 4. Cessation of Annual Leave, Transition Time Period to Use Annual Leave

- A. Effective upon the first pay period in January 2017, employees will no longer accrue annual leave. Instead, employees will accrue sick leave and vacation time pursuant to Article IV, Section 1. and Article V, Section 1.
- B. Annual Leave that has been accumulated prior to the adoption of this MOU may be retained, provided however, that an employee who needs to use sick leave or vacation must first use accrued annual leave prior to use of sick leave or vacation, until all annual leave has been taken.
- C. During the 90 day period beginning 30 days after the adoption of this MOU by the Board of Supervisors, employees will have a one-time opportunity to convert annual leave that has been accumulated prior to the implementation of this MOU to sick leave.

Section 5. Modification/Cessation of Annual Leave

~~The parties agree that any changes in the Annual Leave, Vacation, and/or Sick Leave articles in the AOCDS MOU will apply to ACLEM and may be implemented by the County upon adoption of the changes for the AOCDS bargaining unit. However, prior to implementing any changes in this unit, the parties agree to meet and confer regarding the application and implementation of those changes to include, but not limited to, conversion rates, costs and savings of said changes, and compensation that may be applicable to members of this bargaining unit in connection with said changes. Since time is "of the essence," negotiations will be limited to thirty (30) calendar days. If no agreement is reached by the end of the thirty (30) day period, or such longer period as the parties may agree, and irrespective of whether impasse has been reached or the impasse procedures have been exhausted, the County may implement changes to these articles to the extent such changes are consistent with the changes made to the AOCDS MOU.~~

Attachment B - Side Letter Agreement between the County and ACLEM

ARTICLE XIII MEDICAL INSURANCE

Section 1. Medical Insurance

A. Medical Insurance Contribution

1. ACLEM employees (actives and retirees) will be covered by an AOCDS medical benefit plan.
 2. As stated in the AOCDS MOU, effective the first pay period commencing on and after January 1, 2016 the County will contribute \$1,174 to the AOCDS Medical Insurance Trust per month for each full-time enrolled regular, limited-term and probationary law enforcement management employee on paid status. Effective at the start of the first pay period commencing on or after January 1, 2018, the County shall contribute \$1,280 per month for each full-time enrolled regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below. Effective at the start of the first pay period commencing on or after January 1, 2019, the County shall contribute \$1,395 per month for each full-time enrolled, regular, limited-term, and probationary employee on paid status in this unit, except as noted in B, C, D, and E below. For newly hired employees, the County contributions will be effective beginning the first day of the month following the date of employment or the insurance start date, whichever is earlier. During the term of this MOU, any negotiated increase to the amount of the County's contribution to the AOCDS Medical Insurance Trust as stated in the AOCDS MOU will also be applicable to ACLEM employees.
 3. Law enforcement managers who retired after July 1, 1988 will be covered by the AOCDS retiree medical benefit plans. Law Enforcement Managers who retired prior to July 1, 1988 will continue to be covered by the County's health plans.
- B. The County's medical insurance contribution for a part-time employee whose normal workweek consists of at least twenty (20) hours shall be one half (1/2) the rate for a full time employee. No contribution shall be made for an employee whose normal assigned hours are reduced to less than twenty (20) hours in a full workweek.
- C. The County shall contribute one half share of the monthly medical insurance contribution for enrolled employees, prorated over twenty-six (26) pay periods each year. The amount of the contribution each month will be based on the number of pay periods in that month. The contributions shall be determined by counting any employee in a paid status during some portion of the pay period.
- D. The County shall contribute the actual costs of coverage for Employee Married to Employee. For two employees to be eligible for enrollment in this status, they must both be working fulltime, be enrolled in one health plan, and one employee must enroll as a subscriber and the other as a dependent. The County shall contribute to the AOCDS trust fund when the subscriber is a member of one of these representation units.
- E. For employees who are on approved leave which meets the requirements of Family Leave pursuant to Article IV, Section 15 and applicable law, the County shall continue to make medical insurance contributions as described in A., B., C. and D., above.

Attachment B - Side Letter Agreement between the County and ACLEM

No changes to Sections 2, 3 and 4.

Section 5. Retiree Medical Plan

G. Health Reimbursement Account

Effective October 12, 2007, the County established a Health Reimbursement Account (HRA) for current and future employees. Members of ACLEM began participation in the HRA on June 19, 2009. The County and the HRA administrator, with the oversight of the Health Reimbursement Account Advisory Committee, shall administer the program subject to the requirements set forth in the Internal Revenue Code and the Health Reimbursement Arrangement Plan Document.

1. Effective June 19, 2009, employees began contributions of one (1) percent of their bi-weekly base salary, exclusive of overtime and premium pay, to fund their Health Reimbursement Account Plan.
2. Effective June 19, 2009, the County began contributions of one (1) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account Plan.
3. Effective with the beginning of the first full pay period following adoption of this Side Letter Agreement by the Board of Supervisors, the County will increase contributions to two (2) percent of each eligible employee's bi-weekly base salary to fund their Health Reimbursement Account. The employee contribution referenced in subsections 1 above, shall be reduced from one (1) percent to zero (0) percent.

APPENDIX B

See attached Law Enforcement Management Salary Schedule

All other terms and conditions contained in the 2015 – 2018 MOU between the County and ACLEM not specifically amended by this Side Letter Agreement shall remain unchanged and unaffected by this Side Letter Agreement.

County of Orange:

Association of County Law Enforcement Managers:

Brenda Diederichs, CHRO Date

Jeff Hallock, President Date

Linn Livingston, Interim Asst. Date
HR Director

Michael McGill, Attorney Date