

## Side Letter

### Between the County of Orange and the Orange County Attorneys Association

The County of Orange ("County") and the Orange County Attorneys Association (OCAA) share a common goal of providing pregnant employees with equality of employment opportunities. In furtherance of that goal OCAA has requested, and the County has agreed, to modify the provisions of Article XIX, Section 3.B of the parties' Memorandum of Understanding ("MOU") so that the waiting period for the commencement of short term disability insurance for pregnant employees is consistent with the time period before Official Leave for Non-occupational Disabilities begins for pregnant employees. The agreement is set forth below:

1. Article XIX, Section 3.B will be modified as follows:

- B. Short-Term Disability Insurance Plan at no cost to the employee, to provide, after leave usage set forth below, sixty (60) percent of salary up to a maximum of seven thousand two hundred (7200) dollars per month for up to one (1) year for certified non-occupational injury or illness.
  - 1) For non-pregnant employees – after exhaustion of sick leave, or 192 hours of annual leave for full time employees or 96 hours of annual leave for part-time employees;
  - 2) For pregnant employees – after exhaustion of sick leave or 50 hours of annual leave for full time employees or 25 hours of annual leave for part-time employees.

Notwithstanding the above, if the employee applies more than 192 hours of annual leave or 96 hours of annual leave for part-time employees toward the absence (50/25 hours of annual leave for full/part-time pregnant employees), eligibility for Short-Term disability will begin when that portion of annual leave is exhausted.

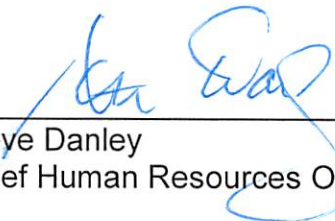
The plan will also provide for continuation of the County's share of premiums for health, dental and life insurance benefits while the employee is on Official Leave for non-occupational disability for up to one (1) year from the effective date of disability. The Short-Term Disability Insurance Plan for part-time employees will become effective January 1, 2004.

2. OCAA believes that this agreement is lawful, in the best interest of its bargaining unit members, and there is no valid reason for any person or group to assert otherwise. As a result, OCAA agrees that it will not file a complaint, claim,


grievance or lawsuit (whether in court or administrative agency) against the County, or provide any support or assistance to an employee or former employee who files a complaint, claim, grievance or lawsuit against the County, regarding the legality of this change to the MOU. Further, if an employee or former employee files a complaint, claim, grievance or lawsuit against the County, regarding the legality of this change to the MOU, OCAA agrees to not contend that the change is unlawful. In the event that any complaint, claim, grievance or lawsuit is filed against the County on this issue, the parties agree to reopen this Section of Article XIX.

This Agreement will become effective the first pay period after the Board of Supervisors approves changes to the Long Disability Insurance estimated to occur in October 2015. The Agreement will remain in effect unless and until changed in subsequent negotiations between the parties.

Dated: Aug 18, 2015

  
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Steve Danley  
Chief Human Resources Officer

Dated: Aug. 18, 2015

  
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Larry Yellin  
President, OCAA  
Scott Van Camp  
for Larry Yellin