

**SIDE LETTER AGREEMENT TO THE 2015-2019 MEMORANDUM OF  
UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE ORANGE  
COUNTY ATTORNEYS ASSOCIATION**

This document shall serve as a Side Letter Agreement modifying the 2015-2019 Memorandum of Understanding ("MOU") between the County of Orange ("County") and the Orange County Attorneys Association ("OCAA"). This Side Letter shall be effective beginning with the first full pay period after it is adopted by the County's Board of Supervisors. Pursuant to this Side Letter, Article V (Vacation) shall be replaced with the following:

**ARTICLE V            VACATION**

**Section 1.        Accumulation of Vacation**

- A. During the first three (3) years of employment, an employee in a full-time regular or limited-term position shall earn .0577 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately three [3] weeks per year). Part-time employees will earn vacation on a pro-rated basis.
  
- B. Commencing with the pay period following that in which a full-time employee completes three (3) years of continuous County service (6240 hours), a full-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately four [4] weeks per year). Commencing with the pay period in which a part-time employee completes 6240 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .077 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
  
- C. Commencing with the pay period following that in which the employee completed ten (10) years of continuous full-time or part-time County service, an employee in a regular or limited-term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek (approximately five [5] weeks per year). Commencing with the pay period in which a part-time employee completes 20800 hours of continuous County service, a part-time employee in a regular or limited term position shall earn .0962 hours of vacation for each hour of pay during his or her regularly scheduled workweek.
  
- D. The maximum allowable vacation credit an employee may accrue at any one (1) time for a full-time employee 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 V, Section 1.C. and E.) 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 (10) years (Article V, Section 1.C. and E.) 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. Vacation 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 IV, Section 1.B.5.**
- 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 a Fire Suppression Volunteer, Deputy Sheriff - Emergency Service, 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. Except as set forth below, during each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of sixty (60) hours each or one (1) increment of one hundred and twenty (120) hours.**
  - 1. Except as set forth in subsection 2 below, an employee may not cash-out vacation time if he/she has at the time of the request a balance of accrued unused annual leave.**

2. An employee with an annual leave balance may cash-out vacation time under the following limited circumstances:
- a. The employee's accrued vacation bank is such that s/he will reach the applicable cap (as set forth in section 1.F above) some time during the fiscal year (ie., the employee has at least 281 hours of accrued vacation) unless the employee is able to cash-out vacation time.
  - b. (If subsection "a" is satisfied) the employee may cash out vacation time or a combination of annual leave and vacation time twice during the fiscal year up to an aggregate of 120 hours.
  - c. Notwithstanding subsection 2.b. above, an employee with less than 120 hours of accrued annual leave, may cash-out their remaining annual leave balance and accrued vacation time necessary to reach the combined annual cash-out cap of 120 hours, irrespective of an employee reaching their maximum vacation accrual cap during the same fiscal year.

All other terms and conditions contained in the 2015-2019 MOU executed between the County and OCAA not specifically amended by this Side Letter Agreement shall remain unchanged and be unaffected by this Side Letter Agreement.

COUNTY OF ORANGE:

ORANGE COUNTY ATTORNEYS  
ASSOCIATION:

 Date: 6-10-16

 Date: 6-10-16  
SCOTT VAN CAMP

 Date: 6-10-16

\_\_\_\_\_ Date: \_\_\_\_\_