SIDE LETTER OF AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE

AND

THE RIVERSIDE SHERIFFS' ASSOCIATION

This Side Letter of Agreement ("Agreement") between the County of Riverside ("County") and the Riverside Sheriffs' Association ("RSA") (collectively "Parties") with respect to the Corrections unit of representation, is entered into with respect to the following:

WHEREAS, the Parties are parties to a Memorandum of Understanding (MOU) with a term of December 10, 2019 to December 9, 2024; and

WHEREAS, per the Parties' MOU, RSA may request that the County modify the amount of the withholding for Health Insurance, from fifty dollars ($50) semimonthly, per Corrections bargaining unit member, to a different amount to be contributed into the County's Voluntary Employees' Beneficiary Association (VEBA) and RSA has made such a request; and

WHEREAS, the parties have previously agreed to add Article VII, Section 11 dealing with Post-Employment Accounts. They are incorporating their previous agreement into this Agreement as well; and

WHEREAS, the following sets forth the Parties' Agreement:

1. The Parties agree that upon execution of this Agreement, Article XVI, Section 2 (F) of their MOU will be modified as stated below:

<u>Section 2. CONTRIBUTIONS</u>

F. Effective as soon as administratively possible, the County will withhold one hundred and ten dollars ($110) semimonthly (for 24 pay periods per year, i.e., the first two pay periods each month, which equals two thousand six hundred and forty dollars ($2,640) per year) from the Health Insurance contribution amounts described in Article XVI Section 2 above for the purpose of contributing to the County's Voluntary Employees' Beneficiary Association (VEBA) and a 401(a) contribution to the County's Money Purchase Plan and will contribute those funds on behalf of each Law Enforcement bargaining unit member in a paid status as follows:

   1. One Hundred dollars ($100.00) semimonthly to the County's VEBA which is a postemployment health reimbursement arrangement (HRA) account. The funds are held in a non-profit, tax-exempt voluntary employees' beneficiary association (VEBA) trust authorized under Internal Revenue Code (IRC) § 501(c)(9). Upon separation of employment, participants in the VEBA Plan can submit reimbursements for eligible expenses governed by IRS Code Section 213(d) and are outlined in IRS Publication 502. Participants cannot

withdraw the funds for any other purpose.

2. Ten dollars ($10.00) semimonthly to the 401(a) Money Purchase Plan.

Employees shall enroll in a 401(a) account to be eligible for that contribution. In the event an employee has a valid 401(a) account and an election is not made to a provider, the County will choose the plan on behalf of the employee. In addition, neither the VEBA nor 401(a) contributions shall be paid retroactively.

At any time in the future, RSA may request that County modify the amount of the withholding described above for Health Insurance, from one hundred dollars ($100) semimonthly, per Corrections bargaining unit member, to a different amount to be contributed into the County's Voluntary Employees' Beneficiary Association (VEBA). If such a request is made, the County may request to meet with RSA to address any questions and ensure compliance with the law. The County also reserves the right to take a reasonable amount of time to implement the modification.

2. The Parties agree to the following new section to their MOU at Article VII, Section 11.

Section 11. Post-Employment Accounts

A. For each employee covered under this MOU who has five (5) years of continuous County service and who is separating from County employment shall have the payable value of their qualifying accrued leave balances deposited to a Post-Employment Account based on the following options:

1. 100% of the payable value of the qualifying leave balance shall be deposited to the 401(a) Special Pay Plan, up to the annual legal limit, and any remaining dollars (i.e., the dollar value of leave above the maximum that may be contributed to the 401(a)) shall be paid to the employee.

2. 100% of the payable value of the qualifying leave balance shall be deposited to the VEBA.

3. 50% of the payable value of the qualifying leave balance shall be deposited to the 401(a) Special Pay Plan, up to the legal limit; 50% of the payable value of the qualifying leave balance shall be deposited to the VEBA, and if there is any remaining payable value of the qualifying leave balances, it shall be paid to the employee.

4. Absent an election by the employee, 100% of the payable value of the qualifying leave balance shall be deposited to the 401(a) Special Pay Plan, up to the legal limit, and any remaining dollars (i.e., the dollar value of leave above the maximum that may be contributed to the 401(a)) shall be paid to the employee.

B. Qualifying leave balances include annual leave, vacation, extra vacation, holiday balance, and the amount of sick leave payable pursuant to the Payout for Sick Leave provision in the MOU. Qualifying leave balances do not include compensatory time off (CTO). An employee with any accrued CTO shall be paid for that CTO at the time of separation.

3. This Agreement shall expire upon approval by the Board of Supervisors of the Parties' completed successor MOU. The language in this Agreement will be added to that MOU resulting in this Agreement no longer being necessary.

FOR THE COUNTY OF RIVERSIDE

Steven Espinoza
Steven Espinoza,
Assistant Human Resources Director

2/7/2024
Date

FOR THE RIVERSIDE SHERIFFS' ASSOCIATION

William Young,
RSA President

1/29/24
Date