

EXECUTIVE OFFICER

RECRUITMENT INCENTIVES

Upon the request of the Department Head and with the approval of the County Administrator or their designee, the following recruitment incentives may be provided.

- a. Reimbursement of moving expenses: Actual documented cost of moving to a maximum of \$8,000. Costs may include moving expenses, interim housing, and travel expenses related to the move for the candidate and their family. Any approved reimbursement shall be made contingent upon employment, in two incremental payments: the first payment after six months of service, the second after twelve months of service.
- b. Vacation Accrual Rate: The San Joaquin County vacation accrual rate consistent with the candidate's total years of public service.
- c. Sick Leave: If the candidate is leaving other employment to accept the San Joaquin County position, credit of the candidate's actual reimbursable sick leave hours from the candidate's last agency will be a maximum of 160 hours. Such hours shall be subject to San Joaquin County's minimum sick leave cash out provisions.

Effective Date of Coverage

The effective date of coverage for new employees in the medical, dental, and vision, and life insurance plans shall be the first day of the first bi-weekly pay period next following the date of appointment to employment as a regular full-time employee, and the employee's submission of completed enrollment forms and supporting documentation.

Upon first becoming eligible for health insurance coverage, all eligible employees have 60 calendar days to enroll in such insurance coverage. Employees failing to enroll within this timeframe shall be deemed to have waived coverage and shall not be eligible to enroll until the next open enrollment period, or under a qualifying life event outside of the open enrollment period.

San Joaquin LAFCo Contracts Benefits through San Joaquin County

Medical Insurance Options

SJ LAFCo shall provide options for medical insurance coverage for eligible employees and dependents in one of several plans. The plans shall, at a minimum, include two plan options. Medical plans offered to employees may be either self-funded by the County or full insured. If any plan is self-funded, a plan document shall be adopted by the Board of Supervisors. Employees may opt-out of medical insurance coverage during each open enrollment period or during a qualifying life event, by completing an Enrollment Form and selecting the "Opt Out" option.

Medical Insurance Premiums

SJ LAFCo shall contribute 80% of the premium and the employee shall contribute 20% of the premium for the standard PPO or HMO plan options at all tier levels (employee only, employee plus one, employee plus family).

For employees electing the buy-up plan option, SJ LAFCo shall contribute at the same coverage level as the standard PPO plan County contribution at all tier levels. Employees shall pay the difference between the SJ LAFCo contribution and the full rate of the buy-up PPO plan at each coverage level.

For any new plan options, SJ LAFCo will pay 80% of the premium and the employee shall pay 20% of the premium for employees electing the lower cost plan (excluding high deductible health plans) at all tier levels (employee only, employee plus one, employee plus family). If an expanded medical plan is implemented, SJ LAFCo shall contribute at the same coverage level as the lower cost plan County contribution and the employee shall pay the difference between the County contribution and the full rate.

Coverage for Surviving Dependents

Consistent with the Federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) any SJ LAFCo employee who is covered by SJ LAFCo offered health insurance and who dies while employed, whether in paid or unpaid status, their surviving dependents shall be allowed to retain their dependents' coverage, provided that the dependents elect COBRA coverage and pay their applicable premiums by the due date.

Dental Insurance Options

SJ LAFCo shall provide an option for dental insurance coverage for eligible employees and dependents in one or more dental insurance plans. There shall be a primary dental plan, and a lower cost dental health maintenance organization (DHMO) plan may be offered. Such plans may be fully insured or self-insured by SJ LAFCo. SJ LAFCo may also offer buy-up plan options.

SJ LAFCo shall pay the employee-only premium for the standard dental plan any increases thereto. The employee shall pay the difference between the employee-only County contribution and the buy-up option. Dependent dental coverage is available at the employee's expense.

Vision Insurance Options

SJ LAFCo shall provide vision insurance coverage for eligible employees and dependents in one or more vision insurance plans. The County may also offer a buy-up plan option. The County shall pay the employee-only premium for the least expensive vision insurance plan, and any increases thereto. The employee shall pay the difference between the employee only SJ LAFCo contribution and the buy-up plan option. Dependent vision coverage is available at the employee's expense.

Life Insurance

SJ LAFCo shall provide each eligible employee with life insurance coverage as follows:

- (a) At least one but less than three continuous years of service --\$1,000.
- (b) Three but less than five continuous years of service --\$3,000.

- (c) Five but less than ten continuous years of service --\$5,000.
- (d) Ten continuous years of service or more --\$10,000.

For the purposes of this subsection only, a year is defined as twelve (12) consecutive calendar months of employment.

Additional Life Insurance

Employees shall be provided with a SJ LAFCo paid term life insurance policy with a face value equal to 100% of the employee's annual salary rounded to the nearest \$1,000, up to \$75,000. The policy shall include a double indemnity accidental death and dismemberment provision.

If an employee separates from employment with a service or disability retirement, this policy shall continue through the first sixty (60) months following such separation at an amount not to exceed the lesser of the employee's annual salary or \$50,000. Such benefit will terminate at the end of sixty (60) months after separation.

Members of this unit may also purchase additional term life insurance in increments of \$25,000 to a maximum of \$200,000 at the SJ LAFCo's rate.

Flexible Benefits

Employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code (IRC) and applicable IRC sections and regulations) which permits the pre-taxing of insurance premiums, reimbursement of eligible dependent care costs, and unreimbursed healthcare expenses with pre-tax dollars.

Employees who are enrolled in a high-deductible health plan with an accompanying Health Savings Account are not eligible to enroll in the flexible benefit program for unreimbursed health care expenses under this section.

Health Savings Account

For employees who are enrolled in a Health Savings Account (HSA)-Qualified High Deductible Health Plan (HDHP), the County will contribute \$700 per year for Employee Only and \$1,400 per year for Employee plus dependent(s) to an HSA. Funds will be deposited through the SJ LAFCo's payroll process and sent directly to SJ LAFCo's approved third party administrator (TPA), prorated over 26 pay periods. Employees can elect to make additional HSA contributions up to the IRS total combined (employer and employee contributions) HSA maximum contributions for single or family coverage.

Employees who are not enrolled in an HSA-Qualified HDHP or who participate in a flexible spending account as provided above are not eligible for participation in an HSA under this section.

Continuation of Insurance Benefits While On Leave of Absence

- a. Employees on an Approved, Protected Leave of Absence Employees who are on an approved, protected leave of absence retain eligibility for the for the cafeteria allowance under Section 2.1, or the employer-paid premium contributions, as applicable, for medical, dental, vision, and life insurance coverage during the time of protected leave regardless

of the amount of paid time. To maintain benefits, the premiums or the employee's share of the premiums (as applicable) necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or the employee must make arrangements with SJ LAFCo's Benefits office to pay the employee contribution of the premiums no later than the Monday of the SJ LAFCo's pay week.

- b. Employees on an Approved, Unprotected Leave of Absence Employees who are on an approved, unprotected leave of absence retain the employer-paid premium contributions (as applicable) for medical, dental, vision, and life insurance coverage during the time of approved, unprotected leave, not to exceed twenty-six (26) biweekly pay periods, so long as they have at least forty-one (41) hours of paid time per pay period. To maintain benefits, the premiums, or the employee's share of the premiums (as applicable), necessary to continue their applicable insurance coverage shall be deducted from the employee's paycheck, or must be paid directly to SJ LAFCo's Benefit's office no later than the Monday of SJ LAFCo's pay week. Employees who have exhausted accruals and are on approved leave without pay shall be allowed, at the employee's own expense, to remain under the medical, dental, vision and life insurance coverage for up to twenty-six (26) pay period provided that the employee makes arrangements to pay the applicable premiums directly to the SJ LAFCo's Benefits office no later than the Monday of the SJ LAFCo's pay week.
- c. Employees on an Unapproved, Unprotected Leave of Absence Employees who are absent from work on an unapproved, unprotected leave of absence (unauthorized leave) are not eligible for health benefits. Active employee benefits will be terminated and continuation of benefits will be offered through the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) through the SJ LAFCo's COBRA administrator.

State Disability Insurance

Unit members have elected to participate in the State Disability Insurance program. Employees shall purchase State Disability Insurance at their own expense.

LEAVES FROM EMPLOYMENT

Vacation

Except as specified below, regular employees in this unit shall accrue and accumulate vacation according to the following schedule:

(a) Hours on payroll equal to # of full time continuous bi-weekly payroll periods	(b) hourly accrual rate	(c) Maximum bi- weekly accrual hours	(d) Approximately hours annual accrual	(e) Maximum accumulate hours

Less than 260	.0577	4.616	120	240
260, but less than 520	.0770	6.160	160	320
520 or more	.0885	7.080	187	368

Each Department Head shall make every possible effort to ensure that vacation time is utilized by each employee at times which are mutually agreeable to the employee and the department head but, consistent with San Joaquin County Ordinance Code Section 2-5222, which states that, "Vacation shall be taken at times agreeable to the department head," each department head has final authority to determine when such time off is to be utilized."

Whenever an employee's accumulation of vacation reaches its maximum as provided herein, any further vacation accrual shall be credited to such employee's sick leave accumulation until such time as the employee's vacation accumulation falls below the maximum allowed.

Except as provided in Ordinance Code Section 2-5221.5, upon reaching the maximum accumulation of vacation indicated in column (e) above, employees shall not accumulate additional vacation until such accumulation is reduced below the maximum. Leave without pay or disciplinary suspension shall delay the advancement to the next higher accrual rate until the employee has been on payroll the number of straight-time hours which is equal to the number of full continuous bi-weekly pay periods specified above.

Subject to the approval of the Executive Officer, each member of this Unit shall have the option of purchasing up to fifteen (15) 8-hour days of vacation time once each calendar year from the member's accumulated vacation.

Vacation Time for Illness

An employee may choose to use accrued vacation or compensatory time, if any, if the employee is absent beyond the limits of accumulated sick leave for reasons of illness, injury or quarantine, or death in the immediate family.

Sick Leave

Sick Leave Accrual

Employees shall accrue .0462 hours of sick leave for each straight-time hour on payroll not to exceed eighty (80) straight-time hours per pay period (annual accrual rate, approximately 96 hours).

Sick Leave Usage

Subject to the conditions specified in this Resolution sick leave may be authorized for any of the following reasons:

- (a) Illness, injury or quarantine of the employee;
- (b) Diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's immediate family member. For the purpose of this Section, "immediate family" means the spouse, domestic partner, child, parent, sibling, grandparent, grandchild, great grandchild, or a designated person of the employee; or the child, parent, sibling, grandparent, grandchild, or great grandchild of the employee's spouse or domestic partner. For the purpose of this Section, designated person is defined as a person identified by the employee at the time the employee requests the use of paid sick leave. The use of sick leave for this purpose does not require that the person be related to the employee by blood or the equivalent relationship. Employees can identify one (1) designated person each fiscal year (i.e. July 1-June 30) in compliance with CA Labor Code section 245.5.
- (c) Illness, injury or quarantine during an authorized vacation or on a floating holiday as evidenced by satisfactory proof attesting to the nature and length of disability. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted.
- (d) An amount sufficient which, when added to an employee's temporary disability indemnity received under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.
- (e) Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to bond with a newborn, or a child placed with the employee for adoption or foster care.
- (f) San Joaquin County will comply with applicable state and federal laws regarding the use of sick leave, including but not limited to, CA Labor Code Section 233 the Kin Care Law, and Labor Code Section 246.5 Healthy Workplace Healthy Family Act of 2014 (HWHFA), maintaining all rights and provisions that are permitted by the Labor Code.

Sick Leave Exclusion

No employee shall be entitled to sick leave because of any of the following.

- (a) Disability arising from any illness or injury purposely self-inflicted or caused by the employee's misconduct;
- (b) Illness, injury quarantine or disability while on leave without pay;
- (c) An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday

Sick Leave Verification

Employees absent from work because of illness, injury, or quarantine, or for nonemergency medical, dental or optical care shall be paid only upon furnishing the Appointing Authority or

designee with satisfactory proof as may be required by the Appointing Authority or designee that the absence was due to such cause. The requirement, need and form for such verification shall be made known to the employee in advance of any absence, but no later than the time the employee calls in sick, provided that the employee has complied with departmental call-in procedures. An Appointing Authority shall not require "after the fact" verification.

If verification is requested, the requirement and the need for medical verification shall be confirmed to the employee in writing within two weeks explaining the justification for the request.

Sick Leave Conversion

Upon separation from employment and concurrent assumption of a retired status in SJCERA, an employee may convert up to fifteen percent (15%) of accumulated sick leave to cash if the employee has more than one hundred sixty (160) hours of sick leave accumulated as of the date of separation, and provided that such conversion shall not be in such an amount so as to reduce the accumulation below one hundred sixty (160) hours. Each employee, on the effective date of this Resolution or upon entry into this unit, must elect in advance whether to convert such accumulated sick leave to cash. Once made, this choice cannot be changed. All sick leave which is not so converted will be used to implement Section 8.4 of this Resolution.

Any amount received from the conversion of sick leave under this Section shall not be considered compensation for purposes of contributions to, or benefits from, SJCERA. Such cash conversion amount shall be paid when the employee first receives monetary allowances from SJCERA.

Sick Leave Incentive Program

In an effort to reduce the level of sick leave usage, SJ LAFCo agrees to the following sick leave incentive plan.

(1) CONDITIONS OF PARTICIPATION: An employee must be on payroll with SJ LAFCo the entire calendar year to be eligible for incentive rewards.

(2) QUALIFICATIONS AND REWARDS: Eight (8) hours of incentive leave will be granted to an employee who, at the end of each calendar year, has a sick leave Resolution Template 01/2023 balance of at least 160 hours and has used less than half of the accrued sick leave for that given year of service.

(3) DEFINITIONS: Incentive Leave - For the purposes of this program, incentive leave will be granted at the beginning of the calendar year which follows the year in which it was earned. Furthermore, this leave will have no cash conversion value and can only be taken during the year in which it was granted. Should the leave not be used during that calendar year, it will be lost. Scheduling of this time off shall be consistent with the procedures for scheduling compensatory or vacation time. In all instances, it shall require mutual agreement of the employee and the department head or designee.

Holidays

The maximum value of any holiday (floating or regular) is eight (8) hours.

Regular Holidays

The following days are established as regular holidays for regular employees:

- (a) January 1 - New Year's Day.
- (b) The third Monday in January - Martin Luther King, Jr.'s Birthday.
- (c) The third Monday in February - Washington's Birthday.
- (d) The last Monday in May - Memorial Day.
- (e) July 4 - Independence Day.
- (f) The first Monday in September - Labor Day.
- (g) November 11 - Veteran's Day.
- (h) Any November day designated as Thanksgiving Day.
- (i) The Friday following the day designated as Thanksgiving Day.
- (j) December 25 - Christmas Day.

All other holidays as may be proclaimed by the Governor of the State of California or the President of the United States and is approved by the Executive Officer

Maximum Regular Holiday Time Accrual

The maximum regular holiday time accrual shall be sixty (60) hours. Such regular holiday time off shall be scheduled at a time mutually agreeable to the employee and the department head.

Regular Holiday - Weekend Observance

When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When the regular holiday falls on a Sunday, the following Monday shall be observed.

Floating Holiday Observance

Regular employees scheduled to work on the floating holiday may individually, with the approval of the Department Head, take such holiday on the date of the holiday, on the day preceding the holiday in the case of holidays which fall on a Saturday, or the day following the holiday in the case of holidays which fall on a Sunday, or may accumulate up to forty-eight (48) hours of floating holiday time to be used at a defined date. Such floating holiday time off shall be scheduled at a time mutually agreeable to the employee and the Department Head. County offices and departments shall remain open for business on any day deemed to be a floating holiday and employees who elect to accumulate floating holiday time shall receive their regular compensation for working on the holiday.

Any regular employee whose regularly scheduled day off falls on a floating holiday shall accrue floating holiday time as provided in this Section.

Floating Holidays

- (a) Employee's birthday

- (b) February 12-Lincoln's birthday
- (c) March 31 – Farmworkers Day formally known as Cesar Chavez Day
- (d) June 19 – Juneteenth
- (d) The second Monday in October- Columbus Day

RETIREMENT

Unless otherwise stated, all statutory references in this section “Retirement” of this document are to the California Government Code.

Retirement Tier and Eligibility

SJCERA Tier II – Employees who establish membership in SJCERA on or after January 1, 2013, who are subject to the provisions of the Public Employees’ Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title I of the Government Code), hereinafter “PEPRA”, participate in the defined benefit formula prescribed by PEPRA, hereinafter “SJCERA Tier II”

Retirement Formula

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2% at age 62).

An annual Cost of Living Adjustment of up to three percent (3%) shall be maintained in accordance with Section 31780.1 for monthly benefits payable by SJCERA to retired members of SJCERA or their beneficiaries.

Retirement Age and Service

Retirement for General Members of SJCERA Tier II after five (5) years of service and upon reaching fifty-two (52) years of age.

Retirement Benefits – Final Compensation Calculation Period

For employees who are members of SJCERA Tier II, final compensation shall mean the highest average annual pensionable compensation earned by the member during a period of at least thirty-six (36) consecutive months immediately preceding the member’s retirement or last separation from service if earlier, or during any other period of at least thirty-six (36) consecutive months, as designated by the member on the application for retirement.

In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees’ Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the

individual's retirement system membership commenced prior to January 1, 2013, pensionable compensation shall be defined as base pay only and will be referred to as Tier II B.

Retirement Contributions

Employees' retirement contributions to SJCERA shall be made on a pre-tax basis.

Tier II members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. The County shall not pay any of the required member contribution. In accordance with Board of Retirement Resolution 2021-05-01, and pursuant to the Public Employees' Pension Reform Act (PEPRA) (Gov. Code sec. 7522.34), employees who become members of SJCERA for the first time on and after January 1, 2022, and who do not establish reciprocity between SJCERA and another public retirement system in California as to which the individual's retirement system membership commenced prior to January 1, 2013, shall pay contribution on base pay only and will be referred to as Tier II B.

Retirement COLA Cost Share

SJ LAFCo, and employees in this unit who are members of SJCERA shall, in accordance with Government Code Section 31873, equally share the contributions required for post-retirement cost-of-living adjustments.

Retirement Death Benefits

The death benefits provisions of Section 31789.3 of the Government Code shall be maintained for County Retirement System Members.

Retirement Information

Employees nearing retirement age who desire to discuss their retirement with SJCERA shall be allowed to do so on County time.

WORKERS' COMPENSATION AND EMPLOYEE SAFETY

Workers' Compensation

In accordance with California Labor Code 4652, the waiting period for employees disabled in the course of employment is three (3) days. After completion of the three (3) day waiting period, the employee may begin collecting Temporary Disability (TD) payments. Such days shall be charged against sick leave or other applicable accrued leave time unless the employee is hospitalized as a result of the disability or the disability lasts for seven (7) or more days. Employees who have an approved claim, and are receiving Temporary Disability (TD) indemnity payments under Division 4 or Division 4.5 of the Labor Code, shall accumulate vacation (including seniority credit for the

purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such Temporary Disability indemnity. The County shall continue to provide the employer contribution towards health, dental, vision, and life insurance plan coverage for such employees.

Workers' Compensation Leave

Notwithstanding other provisions of this Section, an employee who is disabled as a result of an injury or illness arising in the course of employment and has been approved to receive Temporary Disability (TD) benefits, shall be eligible for an approved leave of absence until the employee is deemed medically able to return to work. In such case, a leave of absence shall be considered canceled when permanent disability is established. The employee shall be considered on leave and not considered to be scheduled to work.

EMPLOYEE LIABILITY

SJ LAFCo employee's liability for acts or omissions within the scope of employment is established by Article 3, Division 3, of Title 1 of the Government Code of the State of California. Indemnification and defense of County employees, for claims against them arising out of acts or omissions within the scope of their employment, are set out in Article 4, Division 3.6 of Title 1 of the Government Code of the State of California.

SJ LAFCo and SJ LAFCo's employees recognize their respective rights and obligations under these provisions of these laws as they exist at this time and as they may be amended or given final, binding judicial interpretation.