

FULL TIME EMPLOYEES

Effective Date:

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 Payroll and Benefits through San Joaquin County - For Full Time Employees, please verify with County HR Policy as policies can change.

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.

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 (County)COBRA administrator.

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

Regular employees in this unit 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 \$50,000. 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 twelve (12) months following such separation and thereafter the face value of coverage to 100% shall be reduced at a rate of 20% per year so that such benefit would terminate at the end of sixty (60) months after separation.

Members of this unit may also purchase additional life insurance to a maximum of \$200,000 in increments offered by the County's carrier.

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 78	.385	3.080	80	160
78, but 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

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.

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.

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 pay periods specified above.

The Executive Officer shall make every possible effort to ensure that vacation time off requested by an employee is utilized at times which are mutually agreeable to the employee and the department; however, the Executive Officer has final authority to grant or deny such request. Vacation requests must be submitted at least seven (7) calendar days before the first day of the requested time off.

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 as described below.

Sick Leave

Accrual

The granting of sick leave with pay is a privilege and not a right. Regular 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 memorandum, 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 preventative care for an employee or an employee's immediate family member;

For the purpose of this Section, "immediate family" means the spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild or great grandchild of the employee; or the child, parent, sibling, grandparent, grandchild or great grandchild of the employee's spouse or registered domestic partner.

- 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 disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.

- e. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.
- f. Employees who have sick leave accruals can use up to forty (40) hours of such sick leave time to care for a new or adopted child.
- g. Sick leave may also be authorized for reasons covered by Labor Code 246.5.

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 non-emergency 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 after the employee's return, explaining the justification for the request.

Sick Leave Abuse

Upon information and after investigation and the determination of the Executive Officer that an employee has abused the privilege of sick leave benefits, the Executive Officer may suspend the employee's privilege of sick leave accrual and/or usage with pay for such period as the Executive Officer determines necessary to deter the employee from again abusing the privilege.

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.

CONDITIONS OF PARTICIPATION: An employee must be on SJ LAFCo payroll through the County during the entire calendar year to be eligible for incentive rewards.

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 balance of at least 160 hours and has used less than half of the accrued sick leave for that given year.

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 Executive Officer.

Holidays

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 approved through the LAFCo Executive Officer.

Regular Holiday - Weekend Observance

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

Floating Holiday Observance

Regular employees scheduled to work on the floating holiday may individually, with the approval of the Executive Officer, 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 Executive Officer. 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
- (e) The second Monday in October- Columbus Day

Retirement Age and Service

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

Retirement Formula

General Members of SJCERA Tier II participate in the defined benefit formula prescribed by Section 7522.20 of PEPRA (2.0% at age 62).

An annual cost of living adjustment of up to three percent (3%) shall be maintained accordance with Section 31870.1 for monthly benefits payable by SJCERA to retired members of SJCERA (Tiers I and II) or their beneficiaries.

Final Compensation Calculation

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 36 consecutive months designated by the member or, if not designated, immediately preceding the member's retirement or last separation from service if earlier.

Retirement Contributions

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

Tier II members pay member contributions pursuant to Government Code Section 7522.30, which is at least 50% of normal cost as determined annually by the plan actuary and expressed as a percentage of payroll. SJ LAFCo shall not pay any of the required member contribution.

Retirement Death Benefits

The death benefits provisions of Section 31789.3 shall be maintained for employees who are members of SJ CERA.

Retirement Information

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

Purchase of Additional Retirement Service Credit

Any employee who is a member of SJCERA and eligible to purchase additional retirement service credit may elect to purchase such service credit *in* accordance with the provisions of the SJ LAFCo Retirement LAW which follows the SJ County Employees Retirement Law, the SJCERA Bylaws, and the policies and procedures applicable to SJCERA members. Any required contributions paid by a member of SJCERA for additional service credit shall become part of the member's accumulated contributions with SJ CERA. Any additional liability assumed by or contributions paid by the SJ LAFCo because of an employee's purchase of additional service credit shall not become part of the employee's accumulated contributions and shall not be considered compensation for purposes of contributions to or benefits from SJCERA

Please call the SJCERA Offices to receive individual information on your retirement.