ANALYSIS

An ordinance amending Title 5 – Personnel and Title 6 – Salaries of the Los Angeles County Code, relating to the compensation of employees ordered into active military service.

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RDB:pk
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ORDINANCE NO. _____

An ordinance amending Title 5 - Personnel and Title 6 – Salaries of the Los Angeles County Code, relating to the compensation of employees ordered into active military service.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 5.20.080 is hereby amended to read as follows:

5.20.080 County contributions for health insurance premiums pursuant to Government Code Section 31691.

...

C. Retiree health insurance benefits for military reservists.

1. Any employee of the County designated in subparagraph 3 below who is a member of the California National Guard or a United States military reserve organization (reservist) who has completed less than ten years of County service and who retires, or dies, after the effective date of this subsection under circumstances set out in said subparagraph 2 shall, regardless of such person's actual length of County service, be deemed to have completed ten years of County retirement service credit solely for the purposes of calculating the amount of retiree health insurance premiums paid by the County on behalf of such person, or such person's eligible survivors, in accordance with California Government Code Section 31691, County Code Section 5.20.080, and the Funding Agreement between the County and the Los Angeles County Employees Retirement Association (LACERA), dated April 20, 1982, and any amendments thereto.

2. The provisions of this subsection C shall apply to any reservist who is:

A. Called into Active Military Service, as defined in Section 6.20.080 of this Code, and allowed a military leave of absence;

B. A member of any of the contributory retirement plans established for general or safety members of LACERA; and

C. Permanently incapacitated for the performance of duty with his or her employing County department or district, or killed, as a direct consequence and result of injury or disease arising out of and in the course of said active military service.

3. This subsection C shall not create a vested right with respect to any employee prior to the employee's retirement or death. The Board of Supervisors may repeal or amend the provisions of this subsection C, in whole or in part, at any time except to the extent such action would affect an employee who is retired or deceased at the time of such repeal or amendment.

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SECTION 2. Section 5.27.420 is hereby amended to read as follows:

5.27.420 Exclusions and limitations.

Benefits provided for under this STD Plan shall not be paid for any Disability not supported by prevailing medical evidence and treatment. In addition, benefits shall not be paid for any Disability resulting from or as a consequence of one or more of the following:

A. Intentionally self-inflicted injuries;

B. Participation in the commission of a felony;

C. War or an act of war, declared or undeclared, unless said Disability is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph C shall not apply;

...

SECTION 3. Section 5.27.470 is hereby amended to read as follows:

5.27.470 Claims.

...

C. Evidence of Disability. Written medical certification of Total Disability must be submitted by a Physician, practicing within the scope of his license, to the County within 90 days after an application for benefits has been filed. Failure to furnish Evidence of Disability within the time required will not invalidate or reduce any claim if it was not reasonably possible to give such evidence within such time; provided that the Evidence of Disability is furnished as soon as reasonably possible. However, ~~in the event the required Evidence of Disability is not furnished within one year from the first day of absence due to Total Disability,~~ no benefits shall be payable under this LTD Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence due to Total Disability; or

2. In the case of an individual claiming a disability as a consequence of active military service during a military leave of absence, within such longer period as may be authorized by the Chief Executive Officer. For purposes of this subsection C,

"active military service" shall mean Active Military Service as defined in Section 6.20.080 of this Code.

...

SECTION 4. Section 5.27.480 is hereby amended to read as follows:

5.27.480 Exclusions and limitations.

The benefits provided for under this LTD Plan shall not be paid for any:

A. Total Disability not supported by prevailing medical evidence and treatment;

B. Total Disability resulting from or as a consequence of any one or more of the following:

1. Intentionally self-inflicted injuries,

2. Participation in the commission of a felony,

3. War or an act of war, declared or undeclared, unless said Disability is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph 3 shall not apply,

...

SECTION 5. Section 5.27.510 is hereby amended to read as follows:

5.27.510 Survivor income benefits.

...

E. Exclusions and Limitations. The benefits provided under the Survivor Income Benefit (SIB) Plan shall not be payable for any one or more of the following:

1. Death resulting from intentionally self-inflicted injuries;

2. Death resulting from participation in a felony;

3. Death resulting from war or an act of war, declared or undeclared~~;~~, unless said death is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph 3 shall not apply; or

...

SECTION 6. Section 5.28.420 is hereby amended to read as follows:

5.28.420 Exclusions and limitations.

Benefits provided for under this STD Plan shall not be paid for any Disability not supported by prevailing medical evidence and treatment. In addition, benefits shall not be paid for any Disability resulting from or as a consequence of one or more of the following:

A. Intentionally self-inflicted injuries;

B. Participation in the commission of a felony;

C. War or an act of war, declared or undeclared, unless said Disability is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph C shall not apply;

...

SECTION 7. Section 5.28.470 is hereby amended to read as follows:

5.28.470 Claims.

...

C. Evidence of Disability. Written medical certification of Total Disability must be submitted by a Physician, practicing within the scope of his license, to the County within 90 days after an application for benefits has been filed. Failure to furnish Evidence of Disability within the time required will not invalidate or reduce any claim if it was not reasonably possible to give such evidence within such time; provided that the Evidence of Disability is furnished as soon as reasonably possible. However, ~~in the event the required Evidence of Disability is not furnished within one year from the first day of absence due to Total Disability,~~ no benefits shall be payable under this LTD Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence due to Total Disability; or

2. In the case of an individual claiming a disability as a consequence of active military service during a military leave of absence, within such longer period as may be authorized by the Chief Executive Officer. For purposes of this subsection C, "active military service" shall mean Active Military Service as defined in Section 6.20.080 of this Code.

...

SECTION 8. Section 5.28.480 is hereby amended to read as follows:

5.28.480 Exclusions and limitations.

The benefits provided for under this LTD Plan shall not be paid for any:

A. Total Disability not supported by prevailing medical evidence and treatment;

B. Total Disability resulting from or as a consequence of any one or more of the following:

1. Intentionally self-inflicted injuries,

2. Participation in the commission of a felony,

3. War or an act of war, declared or undeclared, unless said Disability is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph 3 shall not apply,

...

SECTION 9. Section 5.28.510 is hereby amended to read as follows:

5.28.510 Survivor income benefits.

...

E. Exclusions and Limitations. The benefits provided under the SIB Plan shall not be payable for any one or more of the following:

1. Death resulting from intentionally self-inflicted injuries;

2. Death resulting from participation in a felony;

3. Death resulting from war or an act of war, declared or undeclared, unless said death is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph 3 shall not apply; or

...

SECTION 10. Section 5.38.010 is hereby amended to read as follows:

5.38.010 Definitions.

...

F. "Eligible employee" means an employee who becomes totally disabled:

1. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties; or

2. As a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence; or

~~2~~3. After five years of continuous service with the county.

...

SECTION 11. Section 5.38.030 is hereby amended to read as follows:

5.38.030 Claims.

...

C. Proof of Disability. Written proof covering the occurrence, the character, and the extent of disability must be furnished to the county within 90 days after an application for benefits has been filed. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time; provided, that proof is furnished as soon as reasonably possible. However, ~~in the event the required Evidence of Disability is not furnished within one year from the first day of absence due to Total Disability,~~ no benefits shall be payable under this Plan in the event the required Evidence of Disability is not furnished within:

1. One year from the first day of absence due to Total Disability; or

2. In the case of an individual claiming a disability as a consequence of active military service during a military leave of absence, within such longer period as may be authorized by the Chief Executive Officer. For purposes of this subsection C, "active military service" shall mean Active Military Service as defined in Section 6.20.080 of this Code.

...

SECTION 12. Section 5.38.040 is hereby amended to read as follows:

5.38.040 Survivor benefits.

A. 1. Upon the death of:

a. An employee either:

i. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties, or

ii. As a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, or

~~ii~~ iii. After five years of continuous service with the County, or

b. A disability beneficiary;

...

SECTION 13. Section 5.38.050 is hereby amended to read as follows:

5.38.050 Exclusions.

Types of Exclusions. The benefits provided for under this Plan shall not be payable for any:

A. Total disability not justified by prevailing medical evidence and treatment.

B. Disability or death resulting from or contributed to, by any one or more of the following:

1. Intentionally self-inflicted injuries,

2. Participation in or consequences of having participated in the commission of a felony,

3. War or any act of war, declared or undeclared, unless said Disability or death is a direct consequence and result of injury or disease arising out of and in the course of active military service during a military leave of absence, in which case, the provisions of this subparagraph 3 shall not apply,

...

SECTION 14. Section 6.20.080 is hereby amended to read as follows:

6.20.080 Other leaves of absence.

...

C. Military Leave.

1. Any employee shall be allowed a military leave of absence with pay in accordance with the applicable provisions of law, including, but not limited to, those contained in the County Charter, ~~and~~ the California Military and Veterans Code, and the Federal Uniformed Service Employment and Reemployment Rights Act of 1994.

2. Definitions. The following terms when used within this section with initial capital letters, unless the context clearly indicates otherwise, shall have the following respective meanings:

a. "Active Military Service" means full-time active duty within a branch of the United States armed forces.

b. "Regular County Pay" means the compensation an employee would have otherwise received from the County during a period of Active Military Service if the employee had remained continuously at work during said period. Regular County Pay shall include an employee's base rate of pay plus any other compensation provided by this Code or by memorandum of understanding approved by the Board of Supervisors for the position and assignment the employee would have held with reasonable certainty if not for absence due to Active Military Service. Regular County Pay shall not include overtime pay unless such pay is for regular recurring overtime work incorporated into an employee's regular work schedule for at least 60 days immediately prior to the commencement of Active Military Service. Regular recurring overtime work for this purpose may include overtime work on a second County position if such second position was held by the employee on a continuous basis for a period of at least 60 days immediately prior to the commencement of Active Military Service. The Chief Executive Officer shall issue all necessary instructions and administrative guidance relating to the determination and calculation of Regular County Pay.

c. "Military Pay" means the sum of an employee's estimated basic military pay and estimated basic allowance for housing unless the employee, at his or her initiative, provides proof that the sum of his or her actual basic military pay and actual basic allowance for housing is lower than the estimated sum, in which case, Military Pay shall be the sum of the actual amounts. All estimates of military pay shall be prepared in accordance with the instructions issued by the Chief Executive Officer. Proof of actual military pay amounts, where applicable, shall take the form of military pay records or such other information as may be determined appropriate by the Chief Executive Officer.

3. Except as provided in subsection 4 of this section, any employee who, as a member of the California National Guard or a United States military reserve organization, is called into Active Military Service, shall be allowed a military leave of absence for a period not to exceed 720 days at his or her Regular County Pay offset by the Military Pay received for such military service. If such employee is entitled to receive benefits pursuant to Section 395.01 or 395.02 of the California Military and Veteran's Code, the provisions of this section shall be in addition to and shall follow the termination of those benefits.

4. Notwithstanding subsection 3 of this section, the 720-day limit provided for in said subsection may be suspended by specific action of the Board of Supervisors for such period or periods specifically designated by the Board of Supervisors.

5. In addition to the compensation provided by Sections 395.01 and 395.02 of the California Military and Veteran's Code, any employee who is on a continuous military leave of one year or more shall, commencing with the second continuous year of such leave, be entitled to up to 30 days per year of paid military leave calculated in the manner otherwise authorized by said sections. Compensation provided by this subsection 5 shall be calculated at the Regular County Pay rate with no reduction or offset for Military Pay and shall be in lieu of the compensation otherwise provided by this Section 6.20.080C for the same period of leave.

6. Any period during which an individual receives paid military leave pursuant to this Section 6.20.080C shall be deemed a period of "active service" within the meaning of Section 6.04.010 of this Code.

7. Any individual who receives paid military leave pursuant to this Section 6.20.080 who does not return to County service within the timeframe set forth within the Uniformed Service Employment and Reemployment Rights Act of 1994, unless said individual is unable to return due to disability or death, shall have that compensation deemed a loan payable with interest at the rate not to exceed 50 basis points higher than that earned by the County Treasury Pool as of the quarter repayment begins.

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~~J. Yugoslavia.~~

~~1. Subject to the provisions of subsection J2 of this section, any employee who, as a member of the California National Guard or a United States Military reserve organization, is involuntarily called into active duty as a result of the crisis in~~

~~Yugoslavia and is allowed military leave, shall be entitled to receive, for a period not to exceed 360 days, his/her regular pay offset by the military pay received for such duty. If such employee is entitled to receive benefits pursuant to Section 395.01 or 395.02 of the Military and Veteran' s Code, the provision of this section shall be in addition to and shall follow the termination of those benefits.~~

~~2. Any individual who receives compensation pursuant to subsection J1 of this section who does not return to county service within 60 days of being released from active duty, unless said individual is unable to return due to disability, shall have that compensation deemed a loan payable with interest at the rate not to exceed 50 basis points higher than that earned by the County Treasury Pool as of the quarter repayment begins.~~

~~3. The provisions of this subsection shall not apply to any active duty served voluntarily.~~

~~K. War on Terrorism.~~

~~1. Subject to the provisions of subsection K2 of this section, any employee who, as a member of the California National Guard or a United States Military reserve organization, is called into active duty as a result of the War on Terrorism and is allowed military leave, shall be entitled to receive, for a period not to exceed 720 days, his/her regular pay offset by the military pay received for such duty. If such employee is entitled to receive benefits pursuant to Section 395.01 or 395.02 of the Military and Veteran' s Code, the provision of this section shall be in addition to and shall follow the termination of those benefits.~~

~~2. Any individual who receives compensation pursuant to subsection K1 of this section who does not return to county service within 60 days of being released from active duty, unless said individual is unable to return due to disability, shall have that compensation deemed a loan payable with interest at the rate not to exceed 50 basis points higher than that earned by the County Treasury Pool as of the quarter repayment begins.~~

~~3. The provisions of this subsection shall not apply to any active duty served voluntarily after the close of the War on Terrorism.~~

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SECTION 15. Pursuant to Government Code 25123(f), this Ordinance shall take effect immediately upon passage.

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