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COUNTY OF LOS ANGELES

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ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 2025

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF THE 2025-2028 FRINGE MEMORANDUM OF UNDERSTANDING WITH
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, RELATED ORDINANCE
CHANGES, AND EXPAND ELIGIBILITY TO THE COUNTY OF LOS ANGELES 401(K) SAVINGS
PLAN TO INCLUDE EMPLOYEES ELIGIBLE FOR THE OPTIONS PLAN AND THE CHOICES
PLAN, WITHOUT RELATED MATCHING CONTRIBUTIONS
ALL DISTRICTS (4 VOTES)**

SUBJECT

This letter and accompanying ordinance extend the terms and provisions of the 2025-2028 Fringe Benefits Memorandum of Understanding (MOU) with Service Employees International Union (SEIU) Local 721, and amends the 401(k) Savings Plan to expand eligibility to the Los Angeles County's (County) 401(k) Savings Plan to employees who are eligible for the Coalition of County Unions' (CCU) Choices Plan or the Service Employees International Union's (SEIU) Local 721 (Options) Cafeteria Plan, without related matching contributions.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying successor Fringe Benefits MOU with SEIU Local 721 for a three-year term ending on June 30, 2028.
2. Approve the accompanying ordinance amending Title 5 - Personnel of the Los Angeles County Code, which provides related changes for non-represented employees and which expands eligibility to the County's 401(k) Savings Plan to represented and non-represented employees who are eligible for the CCU Choices Cafeteria Plan, employees who are eligible for the SEIU Local 721 Options Cafeteria Plan, employees of Los Angeles County Employees Retirement Association (LACERA) and the Los Angeles Superior Court without the requirement of an employer match, effective January 2, 2026, while also updating all impacted provisions with gender inclusive language.

3. Instruct the Auditor-Controller to make all necessary payroll system changes to implement the recommendations contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This letter seeks approval of the following: a) the Fringe Benefits MOU with SEIU Local 721; and b) the expansion of eligibility for participation in the 401(k) Savings Plan without employer match.

SEIU Local 721:

In June 2025, SEIU Local 721 reached a tentative agreement with the County on a successor Fringe Benefits MOU, which includes the following negotiated benefit changes for your Board's approval:

- Increase the County's monthly Options Cafeteria Plan benefit allowances by eight percent (8%) each plan year for 2026, 2027, and 2028 for full-time employees;
- Increase the County's monthly subsidy towards medical coverage for eligible part-time/temporary employees by eight percent (8%) each plan year for 2026, 2027, and 2028;
- During the term of the successor MOU, increase the County's contribution towards the Dependent Care Spending Account for SEIU Local 721 members by \$3.5 million per year, from \$6.5 million to \$10 million per year;
- Allow SEIU Local 721 full-time employees to be eligible to participate in the County's 401(k) Savings Plan without an accompanying match contribution;
- Update language regarding sick leave hours for temporary/part-time employees to memorialize what was previously agreed to with SEIU Local 721 in compliance with State legislation; and
- Increase the number of bereavement days regardless of distance traveled from three (3) days to a total of five (5) days.

A successor SEIU Local 721 Fringe Benefits MOU (2025-2028) is being submitted with this Board letter for final Board ratification.

Changes to the 401(k) Savings Plan:

The County reached agreements with SEIU Local 721 and CCU to provide Options and Choices employees access to the 401(k) Savings Plan, without an employer match. The same benefit will be provided to non-represented employees who are eligible for the Options and Choices plans, including employees of LACERA and the Los Angeles Superior Court. The attached ordinance will expand eligibility of the 401(k) Savings Plan to these employees, effective January 2, 2026.

This action will not affect existing employees who already participate in the 401(k) Savings Plan with an employer match. Those employees will continue to receive the employer match benefit under current plan provisions.

By providing expanded access to the 401(k) Savings Plan regardless of employer match eligibility, the County hopes to encourage its workforce to save for their retirement and promote fiscal preparedness with the potential for tax-deferred and/or after-tax savings.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County's Strategic Plan North

The Honorable Board of Supervisors

11/18/2025

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Start 1 – Make Investments That Transform Lives – Focus Area Goals: Healthy Individuals and Families. The negotiated fringe benefit enhancements promote the health and wellbeing of our County workforce.

FISCAL IMPACT/FINANCING

The provisions of SEIU Local 721's successor Fringe Benefits MOU were ratified by SEIU Local 721 and are within the parameters established by your Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These benefit enhancements are the result of good-faith negotiations with our labor partners. The accompanying successor Fringe Benefits MOU and ordinance have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

No Impact on current services.

Respectfully submitted,



Joseph M. Nicchitta

Acting Chief Executive Officer

JMN:JG:KLW

SRM:DC:KBG:TTP

MR:rfm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
All Department Heads
Coalition of County Unions
Los Angeles County Employees Retirement
Association
Los Angeles Superior Court
SEIU Local 721

MEMORANDUM OF UNDERSTANDING
FOR SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING FRINGE BENEFITS

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this day of 2025,

BY AND BETWEEN

Authorized Management Representatives
(hereinafter referred to as ("Management")) of
the County of Los Angeles (hereinafter referred
to as "County")

AND

SEIU Local 721, CTW, CLC, (hereinafter
referred to as "Union").

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Article 1

Non-Discrimination

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of SEIU Local 721, and all other rights in the Employee Relations Ordinance and Government Code, Section 3500 through 3511.

The provisions of this Memorandum of Understanding (hereinafter referred to as “Fringe Benefits MOU”) shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, national origin, political or religious opinions or affiliations, disability, or any other protected class in accordance with Federal or State law, or other factors not directly related to the successful performance of the job.

Article 2 Implementation

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

1. Acts, by majority vote, formally to approve said Memorandum of Understanding;
2. Enacts necessary resolutions and amendments to County ordinances required to implement the full provisions of this Memorandum of Understanding;
3. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

Notwithstanding the foregoing, in the event the Board of Supervisors fails to take all actions necessary to timely implement this Memorandum of Understanding, it is understood that the parties may mutually agree to implement appropriate provisions of this Memorandum which do not require specific approval by the Board of Supervisors.

If the parties do not mutually agree to implement appropriate provisions of the Memorandum not requiring approval by the Board of Supervisors, then negotiations shall resume upon the request of either party.

Article 3

Term

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met; but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on July 1, 2025. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2028.

Article 4

Renegotiation

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other its written request to commence negotiations at least 30 calendar days in advance of negotiations.

Upon receipt of proposals, negotiations shall begin no later than 90 days prior to the expiration date.

Article 5

Retirement

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that, pursuant to Section 31581.1 of the California Government Code, said Board adopt a resolution that, effective July 1, 2023, and for the term of this agreement Fringe Benefits MOU only, provides that the County shall pay to the Retirement Fund the amount necessary which, based on actuarial determination, is sufficient to fund the difference between:

- a. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in this Fringe Benefits MOU costs based on June 30, 2022, Actuarial Valuation dated February 16, 2023, by Milliman USA, were implemented, and
- b. The employee contributions that would be paid to said Retirement Fund during the term of this agreement if the employee contribution rates set forth in Section 2 of this Article were implemented in lieu of the contribution rates set forth in said Fringe Benefits MOU costs based on June 30, 2022, Actuarial Valuation.

Section 2.

The parties agree that contingent upon action by the Board of Supervisors to adopt a resolution to implement the provisions of Section 1 of this Article, the negotiated employee contribution rates for the term of this agreement for employees who entered the Los Angeles County Employees Retirement Association prior to October 1, 1978, shall be as follows; provided, however, such contribution rates shall not apply to

employees who are covered by the optional non-contributory plan (hereinafter referred to as Plan E) made operative for General Members of said Retirement Association on and after January 4, 1982.

1. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association on or before August 31, 1977 (hereinafter referred to as Plan A for General Members):

PLAN A FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	4.84%
17	4.92%
18	4.97%
19	5.01%
20	5.06%
21	5.12%
22	5.18%
23	5.26%
24	5.32%
25	5.35%
26	5.45%
27	5.53%
28	5.67%
29	5.74%
30	5.87%
31	6.02%
32	6.13%
33	6.30%
34	6.44%
35	6.62%
36	6.81%
37	6.98%
38	7.18%

PLAN A FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
39	7.37%
40	7.55%
41	7.76%
42	7.97%
43	8.21%
44	8.41%
45	8.63%
46	8.85%
47	9.04%
48	9.23%
49	9.32%
50	9.38%
51	9.40%
52 and above	9.40%

2. The negotiated employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between September 1, 1977, and September 30, 1978 (hereinafter referred to as Plan B for General Members):

PLAN B FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	7.02%
17	7.16%
18	7.30%
19	7.45%
20	7.60%
21	7.76%
22	7.91%
23	8.06%

PLAN B FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
24	8.22%
25	8.39%
26	8.56%
27	8.73%
28	8.90%
29	9.09%
30	9.27%
31	9.46%
32	9.66%
33	9.85%
34	10.04%
35	10.24%
36	10.44%
37	10.63%
38	10.83%
39	11.03%
40	11.24%
41	11.45%
42	11.65%
43	11.87%
44	12.07%
45	12.27%
46	12.46%
47	12.65%
48	12.80%
49	12.91%
50	12.98%
51	13.01%
52 and above	13.01%

Section 3.

The parties further agree that, for the term of this agreement, the employee contribution rates listed below shall apply to the retirement plan for employees who became General Members of the Los Angeles County Employees Retirement Association between October 1, 1978, and May 31, 1979 (hereinafter referred to as Plan C for General

Members), and to the retirement plan for employees who became General Members of said Retirement Association between June 1, 1979, and December 31, 2012 (hereinafter referred to as Plan D for General Members), or who are otherwise eligible to redeposit into Plan D or entitled to reciprocal membership in Plan D pursuant to reciprocity provisions of said Retirement Association; provided, however, such contribution rates shall not apply to employees who are covered by Plan E.

PLAN C FOR GENERAL MEMBERS

Negotiated Employee Contribution Rates Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	6.02%
17	6.13%
18	6.26%
19	6.39%
20	6.51%
21	6.65%
22	6.78%
23	6.92%
24	7.05%
25	7.19%
26	7.34%
27	7.48%
28	7.63%
29	7.79%
30	7.95%
31	8.10%
32	8.27%
33	8.44%
34	8.61%
35	8.78%
36	8.96%
37	9.15%
38	9.33%
39	9.51%
40	9.70%

PLAN C FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
41	9.88%
42	10.07%
43	10.26%
44	10.45%
45	10.65%
46	10.84%
47	11.04%
48	11.24%
49	11.43%
50	11.62%
51	11.81%
52	11.98%
53	12.13%
54	12.23%
55	12.29%
56	12.32%
57 and above	12.32%

PLAN D FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
16	6.04%
17	6.15%
18	6.28%
19	6.41%
20	6.53%
21	6.67%
22	6.80%
23	6.94%
24	7.08%
25	7.22%
26	7.37%
27	7.51%
28	7.66%

PLAN D FOR GENERAL MEMBERS
Negotiated Employee Contribution Rates
Effective July 1, 2023

NEAREST YEAR OF AGE AT MEMBERSHIP	EMPLOYEE CONTRIBUTION RATE
29	7.81%
30	7.98%
31	8.13%
32	8.29%
33	8.47%
34	8.63%
35	8.81%
36	8.99%
37	9.18%
38	9.36%
39	9.54%
40	9.73%
41	9.91%
42	10.10%
43	10.29%
44	10.48%
45	10.68%
46	10.87%
47	11.08%
48	11.28%
49	11.47%
50	11.66%
51	11.85%
52	12.01%
53	12.17%
54	12.27%
55	12.33%
56	12.36%
57 and above	12.36%

Section 4.

The parties agree that General Members in Plans A, B, or C may not transfer to Plan E during the term of this agreement. Members in Plan E may transfer to Plan D, and General Members in Plan D may transfer to Plan E during the term of this agreement.

Since Plan E closed to new LACERA members effective November 27, 2012, it is not available for transfer to General Members in Plan G.

Section 5.

The parties mutually agree that the retirement program shall be continued in a manner so that retirement contributions meet the conditions set forth in Section 414(h)(2) of the Internal Revenue Code as presently codified.

Section 6.

The parties agree to meet and confer regarding the impact of any increases in employee retirement contribution rates that may occur during the term of this agreement based on any actuarial valuation required under the County Employees Retirement Law of 1937.

Section 7.

Each newly hired employee shall become a member of Plan G, effective the first day of the month following the date of hire with the following exceptions: 1) Deferred member of LACERA prior to January 1, 2013, who returns to active membership; 2) An individual who becomes a member on or after January 1, 2013, and has established reciprocity based upon membership in a reciprocal system on or before December 31, 2012; or 3) A former member of LACERA who has re-deposited the accumulated contributions he or she withdrew prior to January 1, 2013, along with the interest those contributions would have earned. Individuals who meet one of these exceptions are entitled to become a member of Plan D or to restore to their former other contributory plan. Former vested Plan E members are entitled to become Plan E members.

For purposes of this Section 7, a “newly hired employee” shall mean an employee appointed to a position which otherwise entitles the incumbent to coverage under General Plan G.

Section 8.

The parties further agree to meet and confer on the integration of County retirement benefits with Social Security Retirement Benefits in the event the County re-enters the Social Security system. The scope of such meet and confer process shall be limited to retirement benefits provided under Plans A, B, C, D, and G for General Members and Plans A, B, and C for Safety Members to the extent such plans cover employees who are represented by SEIU Local 721 and are impacted by said re-entry into Social Security.

Section 9.

The parties agree that for the term of this agreement a portion of the County contribution to the Options Plan that may be taken as cash if the employee waives health insurance coverage equal to \$244.00 is considered as earnings for retirement purposes for each employee for whom a contribution is made, whether the employee elects to take cash or not. This section shall not apply to persons hired on or after January 1, 1996. For such employees, no portion of the County contribution to the Options Plan will be considered as earnings for retirement purposes.

Section 10.

Following completion of 2000–2003 fringe benefit negotiations and the parties’ joint sponsorship of legislation (AB 399), the Board approved, and the County implemented, the following changes to the retirement plans:

- A. Provided a prospective COLA for Plan E of up to 2% per year based on Consumer Price Index movement for all urban consumers for the Los Angeles/Riverside/Orange County area (1982–1984 bases). Plan E members may purchase the 2% COLA for past service at rates to be determined by LACERA, provided such rates cover the full cost of the COLA for past service.
- B. For Plan E members who retire prior to age 65, reduced to age 62, the age at which the member is:
 - (1) no longer presumed to be working in Social Security covered employment following his or her retirement from the County; and
 - (2) permitted to provide evidence of the member's Social Security primary insurance amount in lieu of the estimated primary insurance amount that would otherwise be applied in the calculation of the member's Plan E benefit. This provision only applies to Plan E members who earned Social Security credits through County employment.
- C. Indexed the pre-disability final compensation figure for a Plan E participant on Long Term Disability by the Consumer Price Index movement for the Los Angeles/Riverside/Orange County area (1982–1984 base), not to exceed 2% per year. This provision shall apply only to Long Term Disabilities occurring on or after July 1, 2001.
- D. Established Plan E early retirement factors at the current levels, regardless of future actuarial valuations.

- E. Increased survivor benefits for Plans A, B, C, and D from 60% to 65% and for Plan E from 50% to 55% for all pre-retirement and post-retirement survivor benefits. Service-connected survivor benefits payable at 100% are not affected. Persons already retired and persons already receiving survivor benefits will not receive the increase.
- F. Allowed prospective transfers from Plan E to Plan D (without a service buy back requirement) and from Plan D to Plan E (without in-service cash out). Members in Plan E may also purchase all, some, or none of their time for Plan D credit. Members transferring from Plan E to Plan D must serve a two-year waiting period for all disability retirements. Members who transfer from one plan to another prospectively will receive the appropriate prorated share of benefits from each plan upon retirement.
- G. Increased \$750.00 post-retirement lump sum death benefit for retirees in Plans A, B, C, and D to \$5,000.00.
- H. Established a \$5,000.00 post-retirement lump sum death benefit for retirees in Plan E.

Effective July 1, 2001, the County amended the final compensation period for Plans B, C, and D to be the highest one year.

Section 11.

The County will provide LACERA survivor benefits for domestic partners as permitted by State law.

Section 12.

The County will provide retiree health insurance for domestic partners and their minor children who receive survivor benefits under LACERA.

Section 13. Joint Labor Management Retiree Health Committee

The Joint Labor Management Retiree Health Committee established during 2006–2009 Fringe Benefit Negotiations shall be permanent. The Committee will consist of five (5) representatives designated by the Union and five (5) representatives designated by management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice- Chairperson from its members. The Chairperson and Vice-Chairperson positions will alternate annually between Union and Management.

The Committee will continue to develop and make joint labor-management advisory recommendations to the Chief Executive Officer to mitigate and control the cost of future retiree health insurance. The Joint Labor Management Retiree Health Committee has recommended and supports the establishment of a Trust and Investment Services Agreement to mitigate the cost of retiree health insurance.

The Committee will be provided with pertinent documentation/information from the County relating to the establishment of the Trust and Investment Services Agreement. The CEO shall review the Committee's recommendations and prepare an analysis and report to the Board of Supervisors for review and consideration.

Local 721 reserves its right to negotiate any Retiree Health recommendation that affects wages, hours, and other terms and conditions of employment.

The County will negotiate with SEIU Local 721 regarding:

- Amendment of the Trust and Investment Services Agreement
- Appointment of a Successor Trustee
- Termination of the Trust
- Removal of the Trustee (LACERA)

The County will provide the Joint Labor Management Retiree Health Committee with information relating to the operation and funding of the OPEB Trust.

The Trust and Investment Services Agreement was adopted by the Board of Supervisors on May 15, 2012, and was adopted by the LACERA Board of Investments on June 13, 2012.

Article 6

Long-Term Disability

Section 1.

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the County's Long-Term Disability and Survivor Benefit Plan (LTD Plan) to be effective on the effective date of the amending ordinance:

- a) Existing provisions of the LTD Plan stipulate that no benefit shall be payable for any "disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under the care of a licensed physician." The parties agree that "care" shall mean regular care under a planned program of observation and treatment by a licensed physician as required by applicable medical standards.
- b) Existing provisions of the LTD Plan require that i) an employee who is sufficiently insured for Social Security Disability Benefits be eligible for or actually receiving such benefits as a condition of receiving LTD benefits beyond the initial 24 months of benefit payments, and ii) that LTD benefits be reduced by the amount of the Social Security Disability Benefits that an LTD disability beneficiary receives. The parties agree that an LTD disability beneficiary who receives Social Security Retirement Benefits in lieu of Social Security Disability Benefits shall not have their entitlement to LTD benefits impaired by reason thereof, providing the reason for the individual's entitlement to Social Security Retirement Benefits is due solely to age and not the fact that the individual is not disabled within the meaning of the

Social Security Act. The parties further agree that, in such case, the individual's LTD benefit shall be reduced by the amount of the Social Security Retirement Benefit as if it were a Social Security Disability Benefit, provided, however, that no such reduction shall apply to any LTD disability beneficiary who was receiving LTD benefits prior to the effective date of the ordinance implementing the provisions of this Article.

- c) LTD benefits shall not be payable in any case where an employee has been absent from work for six months or more prior to the commencement of total disability, provided, however, that this exclusion shall not apply to any employee whose absence is due to an approved, non-medical leave.
- d) After sending written notice by certified mail, should the surviving spouse fail to cooperate with the County for a period of 90 days, the survivor benefit payable under the LTD Plan shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meets all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same eligibility period shall not subsequently be payable to a surviving spouse.
- e) It is agreed that LTD benefits available to Plan E members are the same as those available to members of Plans A through D.
- f) Extend LTD Survivor Benefits to domestic partners. "Domestic Partner", for purposes of this Article, shall parallel the definition used by LACERA.

Section 2.

The parties agree to recommend that the Board of Supervisors amend the LTD plan to:

- A. provide a maximum 2% COLA for LTD disability cases commencing on or after January 1, 2001. The COLA would be based on the Consumer Price Index for all urban consumers for the Los Angeles/Riverside/Orange County area (1982-1984 base) for each calendar year, not to exceed 2% per year, commencing the first month following two years of LTD benefit payments.
- B. increase the survivor continuance benefit under the LTD plan to 55%, effective July 1, 2001.

Section 3.

The LTD Health Insurance Program provides guaranteed access to County-sponsored or County-approved group health insurance for individuals currently enrolled in a health insurance plan and receiving LTD benefits. Effective January 1, 2008, all eligible LTD participants, otherwise eligible to receive LTD benefits, will receive health insurance protection at no cost to the participant. Under this health insurance protection program, the employee would pay 25% of the monthly medical plan premium while receiving LTD benefits, and the County would pay the remaining 75% from an LTD Health Trust Fund.

No person shall be excluded from participating in a County-sponsored or County-approved group health insurance plan solely by virtue of being an LTD Health Plan beneficiary.

Beginning January 1, 2008, employees can elect to “buy-up” 100% LTD Health Insurance subsidy at a cost to the employee to be determined each year by the County. The monthly premium will raise sufficient revenue to fund the program as determined by the County of Los Angeles. Under this optional coverage, the County would pay 100% of the monthly medical plan premium while the employee is receiving LTD benefits.

After two years, LTD recipients who are participants in a contributory retirement plan (i.e., Retirement Plan A, B, C, D, or G) must apply for disability retirement benefits with LACERA. Failure to make such application will result in the cessation of LTD benefits. In the event the employee becomes eligible to receive retiree health insurance coverage with LACERA, LTD Health Benefits will cease. The new program would apply only to new disabilities incurred on or after January 1, 2008, and would not apply to employees currently disabled or in the qualifying six-month waiting period. Coverage would become effective for those employees after returning to work for a period of six months or more.

The County will ask each health insurance carrier to “experience rate” the LTD group covered in their plans and any increase in premium costs associated with these individuals would be financed from the LTD Health Trust fund.

Employees who do not elect the 100% Optional Coverage would be barred from enrolling in it for two years following that decision. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner) of an employee who is participating in the LTD health insurance protection program provided that the survivor was listed as an eligible dependent on record prior to the onset of disability.

The definition of “domestic partner” for this purpose will parallel the definition used by LACERA.

Article 7

Injury Leave

The parties agree that the benefits for persons injured in the course of employment who are not covered by Section 4850 of the Labor Code shall be those set forth in Section 6.20.070 of the County Code and that such benefits shall provide for the following:

- A. The sum of benefits prescribed by the Worker's Compensation Laws of the State of California plus benefits provided by said Section 6.20.070 and earnings from other employment shall equal 70% of an employee's base salary for a period not to exceed one year from the date of injury or the length of their continuous service prior to the date of injury, whichever is less. In no event, however, shall an employee receive less than the benefits required under the law.
- B. If an employee charges an absence due to work-related injury to full-pay sick leave, vacation, accumulated overtime, or accumulated holiday time pending a determination as to the compensability of said injury, they shall, in the event said injury is determined to be compensable, be entitled to have 70% of such benefits restored. The remaining 30%, having been used to provide a higher benefit than is authorized for injury leave, shall not be restored. For purposes of this Section, restorable time shall be calculated to the nearest 15-minute increment.
- C. From the time an injury is determined to be compensable until either one year from the date of injury, or the length of the employee's continuous service prior to the date of injury, whichever is less, an employee may not use any other leave benefits to supplement benefits described in this Article.

- D. Nothing herein shall prevent an employee from using leave benefits to supplement Workers' Compensation benefits available after one year from the date of injury, or the length of their continuous service prior to the date of injury, whichever is less.
- E. The County and Local 721 shall form a Labor-Management Committee to meet and consult pursuant to County Code Section 5.04.090(A) on health and medical issues that include but are not limited to workers' compensation, temporary and long-term disability, accommodation of employees with disabling health conditions, and mechanisms to ensure compliance with County policies on health and medical issues. The Committee shall consist of no more than five members of Local 721 and five members of Management. The intent of the Committee is to meet quarterly or more often if the parties mutually agree.

Article 8 Options — Cafeteria Benefit Plan and Health, Dental, and Life Insurance

Section 1. Cafeteria Benefit Plan — Options

The parties agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code that a cafeteria benefit plan (hereinafter called Plan or Options), pursuant to Section 125 of the IRS Code, be implemented for employees covered by the MOU for the period January 1, 2026, through December 31, 2028. The Plan will operate on a Plan year basis as required by Section 125 of the IRS Code. It is the intent of the parties that this plan year will consist of twelve (12) months, January 1 through December 31 of each year. Each election period shall be an open enrollment, unless otherwise indicated.

Section 2. Benefits Administration Committee

- A. The Labor and Management Committee known as the Local 721 Benefits Administration Committee (BAC or Committee) will jointly administer the benefits provided to employees covered by this MOU through the Plan. The Committee shall use the Joint Labor-Management Health Insurance Cost Containment Strategic Action Plan (Cost Mitigation, Goals, and Objectives) in Appendix A as a guideline in the development and design of benefit plans.
- B. The Committee shall be comprised of five (5) representatives designated by Local 721 and five (5) representatives designated by Management. The Committee shall have the authority, subject to CEO and Board of Supervisors approval when required, to:

1. Develop its own internal procedures, including the scheduling of meetings and reports of contacts with insurance carriers.
2. Negotiate with carriers of County-sponsored insurance plans regarding premium rates and benefit plan design for all benefits provided to employees under the Plan.
3. Review utilization and claims experience of all County-sponsored insurance and benefits plans within the Plan, which may require access to all relevant reports and face-to-face discussions with both providers and the appropriate agencies. This does not preclude the Committee from requesting similar information for other plans.
4. Engage its own consultant. If it does, the cost of such consultant shall be negotiated by the County and Local 721.
5. Recommend to the CEO which County-sponsored benefit options (including but not limited to voluntary plans such as life, vision, group legal, educational assistance), and plan carriers will be offered through the Plan.

Members may use their individual resources to analyze, research, and develop recommendations to the Committee regarding new benefit plan options.

The parties agree that during the term of this agreement, the parties will discuss ways to mitigate premium increases for subsequent plan years.

Section 3. Employees Eligible for Options

A. Employees eligible for Options will include all full-time permanent employees who are:

1. Represented by Local 721;
2. Employees in bargaining units covered by Local 721's Fringe Benefits Memorandum of Understanding;
3. Non-represented employees who are ineligible to participate in the County's Flexible or Mega Flex Benefit Plan for non-represented employees and who are ineligible to participate in the Choices Plan for represented employees.

B. For purposes of this Plan, "full-time permanent employee" means any employee appointed to an "A," "D," "M," "N," or "Z" item, as defined in Title 6 of the County Code. An eligible employee shall become a "Participant" in the Plan upon meeting all of the requirements for participation set forth above.

Section 4. How the Plan Works

It is the purpose of the Plan to allow Participants to choose among the various benefits contained within the Plan in a manner that best meets their personal needs, and, further, to choose, to the maximum extent permitted by applicable law, between taxable and nontaxable compensation. The benefit options available for the Plan Years 2026, 2027, and 2028 and various rules relating to those options, are set forth below:

A. Health Insurance:

Participants may purchase a County-sponsored health insurance plan.

Enrollment Rules:

1. The County-sponsored health insurance plans will be fully open to all Participants and their dependents, subject to evidence of eligibility as required by the County. The premiums in effect on January 1 of each Plan Year for the County-sponsored health insurance plans will remain unchanged for the duration of that Plan Year unless mid-year premium increases are required due to imposition of State or Federal taxes.
2. Every participant in the Options Plan must be enrolled in a County-sponsored plan or certify that they have other health insurance coverage through another employer, retirement plan, or Medicare to receive the waiver contribution. Such certification must state the name of the other insurance plan, name of the employer or retirement plan and the name, the Social Security Number and medical record number of the subscriber.

Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange). However, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

Effective January 1, 2011, in the event that a participant defaults on providing the required health insurance certification coverage information, he/she shall be defaulted into the lowest cost HMO plan.

B. Dental Insurance:

Plan Participants may purchase a County-sponsored dental plan.

Enrollment Rules:

All dental plans will be fully open to all Participants. As with health insurance, every Participant must be enrolled in a dental plan or certify that they have other dental coverage. Such certification shall require the name of the other dental plan, the name of the subscriber and the Social Security number of the subscriber. The premiums in effect on January 1 of each Plan Year for the dental plans will remain unchanged for the duration of each Plan Year unless mid-year adjustments are required due to imposition of State or Federal taxes.

C. Life Insurance:

All Plan Participants will automatically receive \$5,000 of term life insurance coverage if they are members of Retirement Plan A, B, C, D, or G and \$13,000 of term life insurance coverage if they are members of Retirement Plan E.

This coverage is fully paid by the County outside of the Plan.

The effective date of this change is January 1, 2005. Employees in Retirement Plan E may purchase up to \$37,000 of this coverage on a pre-tax basis through the Plan.

Employees in Retirement Plans A, B, C, D, or G may purchase up to \$45,000 of coverage on a pre-tax basis through the Plan. Coverage in excess of \$37,000 or \$45,000, whichever is applicable, must be purchased on an after-tax basis outside the Plan.

Subject to the limitations set forth above, participants may purchase optional County-sponsored term life insurance in amounts up to eight (8) times their annual salary. The County will subsidize the three-year rate guarantee for optional term life quoted by the insurer at a 15% subsidized rate for the term of this agreement.

Employees may elect to purchase optional life insurance in increments of \$5,000 to a maximum of \$20,000 for their spouse or domestic partner. The effective date of this option is January 1, 2005. Additional coverage of lesser amounts is available for dependents and domestic partners.

D. Accidental Death and Dismemberment (AD&D) Insurance:

Participants may purchase County-sponsored AD&D insurance in specified amounts from \$10,000 to \$250,000, but not more than ten (10) times their annual salary. Additional coverage in lesser amounts is available for dependents.

Enrollment Rules:

Participants may increase or decrease coverage or continue existing coverage. No evidence of insurability is required.

E. Health Care Spending Account:

Beginning with Plan Year 2023, each Participant may allocate a monthly contribution from \$10.00 to the IRS annual contribution limit divided by 12, to a Health Care Spending Account. If the IRS annual contribution limit divided by 12 is not a whole number, then the monthly maximum contribution limit will be rounded down to the nearest whole number. Money allocated to a Health Care Spending Account may be expended on behalf of a Participant, or of their dependents, for “medical expenses,” as defined in the Internal Revenue Code, incurred during the current Plan Year. Payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the medical expenses were incurred.

Effective with Plan Year 2023, unused Health Care Spending Account amounts from the prior Plan Year, up to the annual IRS carryover limit, will be carried over to the next Plan Year.

F. Dependent Care Spending Account:

- 1) Each participant may allocate from \$10.00 to \$400.00 per month to a Dependent Care Spending Account. Increases or decreases in the limits will be recommended by the Committee. Money allocated to a Dependent Care Spending Account may be expended on "employment-related" dependent care expenses, as defined in the Internal Revenue Code. As with the Health Care Spending Account, payments for such expenditures will be made directly to the Participants pursuant to claims procedures established by the Committee. Such procedures will provide that claims must be submitted no later than six (6) months after the close of the Plan Year in which the dependent care expenses were incurred.
- 2) Effective with the Plan year beginning January 1, 2023, the County shall provide a monthly contribution to each participant's Dependent Care Spending Account based on the employee's annual salary as follows:

Employee Gross Annual Salary	Employer Contribution per month
Less than \$34,999	\$375
\$35,000-\$39,999	\$300
\$40,000-\$44,999	\$275
\$45,000-\$49,999	\$200
\$50,000-\$54,999	\$125
\$55,000 or more	\$100

The County contribution towards Dependent Care Spending Account for Local 721 members is subject to an annual limit not to exceed \$10 Million

Dollars for plan year 2026, 2027, and 2028 (for a total of \$30 Million Dollars). Any remaining amount not used in the Plan Year will be returned to the County's General Fund.

Participants in the Options Dependent Care Spending Account will be able to use their account for eligible Child Care and/or Elder Care expenses up to the maximum allowable contribution amount. Participants would be required to sign up for the Dependent Care Spending Account subject to existing administrative rules, IRS regulations, and other requirements governing flexible spending accounts. The implementation of the County contribution towards Options Dependent Care Spending Account shall not change any of the IRS guidelines and/or claims procedures as established by the Committee and outlined in the Health Care and Dependent Care Spending Accounts booklet. The Benefits Administration Committee (BAC) Joint Labor-Management Committee will be responsible for making recommendations regarding the administration of the Dependent Care Spending Account and developing communication materials and election information. The provisions for the Options Dependent Care Spending Account will be provided during the term of this MOU agreement.

- 3) Effective with Plan Year 2023, the participant shall contribute a minimum of \$10 monthly toward the Dependent Care Spending Account to receive the County's monthly contribution to the Dependent Care Spending Account.

G. Election Procedures:

1. Eligible employees shall make their benefit elections pursuant to procedures established by the Chief Executive Office.
2. Newly hired and newly eligible employees shall have sixty (60) days to enroll.
3. An employee shall become a Participant effective on the first day of the month following the date on which the enrollment document is submitted. A newly hired employee who fails to act within the above time limit will be deemed ineligible to participate in the Plan until the next Plan Year. For purposes of this Plan, "hired" means appointment to a position eligible for the Plan.
4. Employees who fail to submit the required enrollment documentation during an annual open enrollment within the established time frame will be subject to the default rules set forth below:
 - a) If the defaulting employee is currently enrolled in a County-sponsored health insurance plan, they will become a Participant in the Plan for the subsequent Plan Year and will be deemed to have elected to perpetuate their existing benefit coverage relative to health insurance, dental insurance, optional life insurance, and AD&D insurance. The "existing coverage" for this purpose will be the coverage reflected on each Participant's pay warrant on the 15th of

the month immediately preceding the effective date of their election for all Plan Years. Such employee will not be entitled to receive coverage under a Health Care or Dependent Care Spending Account, and they will not receive any taxable cash unless the cost of their perpetuated nontaxable benefit coverage is less than the amount of the County contribution.

- b) If the defaulting employee is not enrolled in a County-sponsored health insurance plan, they will be deemed ineligible to participate in the Plan until the next Plan Year.

H. Maintenance of Benefits

Unless otherwise agreed to by the County and the Union, all insurance coverage sponsored by the County shall retain the levels of benefits in effect on January 1, 2026, through December 31, 2028.

The parties agree, notwithstanding any other provisions or limiting language contained in this or any other MOU, (i) the provisions of this section/article shall remain effective during the term of this contract, on condition that the County will be able to undertake a solicitation process (such as a Request for Proposals) with union participation and concurrence with the plan designs to be included in the RFP solicitation document, in accordance with BOS requirements, and (ii) the County, through said solicitation process may amend its health plan offerings and plan design.

Effective January 1, 2003, the parties implemented a \$5.00 mandatory office co-pay for the Kaiser and PacifiCare HMO - (high option) health plans, a \$5.00 prescription co-pay for the Kaiser plan, and a \$5.00 generic/\$10.00 brand name prescription co-pay for the PacifiCare HMO (high option) plan.

Effective January 1, 2008, the parties implemented a \$10.00 mandatory Office/Urgent Care co-pay for the County sponsored HMO health plans, and a \$5.00 generic/\$20.00 brand name prescription co-pay for the County sponsored HMO health plans.

The parties jointly agree that effective January 1, 2019, the Kaiser Permanente HMO plan is no longer a “grandfathered health plan” under the Affordable Care Act (ACA). Accordingly, the Kaiser HMO plan now includes all consumer protections required by the ACA, including zero dollars (\$0.00) co-pay for preventative health services.

Beginning in plan year 2009, the parties elected to waive co-pays for preventative care for the County sponsored HMO plans.

Beginning in plan year 2009, the parties implemented the following enhancements to the dental PPO:

- 1) Increased the annual plan maximum to \$1,750 across all three network tiers,

- 2) Added orthodontia coverage for adults and children with a 50% coinsurance subject to a \$1,200 lifetime maximum,
- 3) Added coverage for dental implants with 50% coinsurance subject to the annual plan maximum, and
- 4) allowed a third teeth cleaning if medically recommended.

Effective January 1, 2010, the parties increased the United HealthCare (UHC) Choice Plus PPO lifetime maximum benefit to \$5 million.

In accordance with the Affordable Care Act, there is no lifetime maximum on any County sponsored health plan.

I. Miscellaneous Rules:

1. Unpaid Leave of Absence:

As stated above, an employee loses the monthly County contribution if he/she is not in a pay status at least eight (8) hours in the preceding month. In all other respects, however, an employee who goes on an unpaid leave of absence will continue to be a Participant in the Plan. If the employee pays for their insurance premiums while on leave, coverage(s) will continue, and all deductions will resume upon the employee's return to an eligible pay status. However, if the employee allows their insurance coverage(s) to be canceled, when they return to an eligible pay status coverage(s) will resume with a new effective date which will be the 1st of the month after the

employee has been in a pay status at least eight (8) hours in the preceding month.

2. Breaks in Service:

An employee who breaks service and then re-enters during the same Plan Year will be required to complete the current Plan Year with the benefit election in place at the time of the break. If the employee returns during a different Plan Year, they will be treated as a new hire. An employee who breaks service and who has elected coverage under the Health Care Reimbursement or Dependent Care Reimbursement options will be deemed to be a Participant in the Plan through the end of the current Plan Year for the limited purpose of claiming any amounts set aside for said benefits prior to the break.

3. Change in Family Status:

An employee must submit their change in coverage or life event within ninety (90) days from the date of a qualified change in family status to be eligible for any increase in, or alternate use of, the County Contribution. No refund of premium overpayments will be made if a change in coverage or life event is not received within the ninety (90) day period.

Section 5. Contributions

- A. During the term of this Agreement, the County will continue to offer a fully paid single-party, two-party, and family medical and dental coverage with no premium cost to Options eligible bargaining unit members.
- B. The County will make contributions on behalf of each Participant pursuant to the following three rate structure for the term of this agreement:

Coverage	Monthly Contribution		
	<u>2026</u>	<u>2027</u>	<u>2028</u>
Employee who waives health insurance coverage	\$ 228.00	\$ 228.00	\$ 228.00
Employee only	\$1,217.86	\$1,315.29	\$1,420.51
Employee plus one dependent	\$2,222.05	\$2,399.81	\$2,591.79
Employee plus two or more dependents	\$2,624.94	\$2,834.94	\$3,061.74

Management will contribute a one-time only \$250.00 payment to the Options contribution on January 1, 2014, and July 1, 2014, for a total of \$500.00 during the term of the agreement. The two (2) one-time payments also apply to Options participants who waive coverage.

C. Taxable Cash

Any portion of any County contribution which is not used to pay for the costs of nontaxable benefits available under this Plan shall be paid to the Participant as taxable cash.

The parties agree, effective the 2020 plan year, the Participant may receive up to a maximum of \$325 of taxable cash. Effective the 2021 plan year, the Participant may receive up to a maximum of \$244 of taxable cash.

D. In addition, in Plan Years 2026, 2027 and 2028, the County will buy down the premium of any County or Union sponsored health plan, so the premium is decreased \$6.00 per month for employee only coverage, \$9.00 per month for employee plus one dependent coverage, and \$11.00 per month for employee plus two or more dependents coverage.

E. No employee may receive multiple contributions from the Plan, the Choices Plan, the Los Angeles County Flexible and Mega Flex Benefit Plan, or any other County contribution toward any health or dental insurance plan during the same month. An employee who would otherwise be eligible for more than one such contribution during any month will be entitled to the contribution to which their status on the last day of the month entitles them.

F. If an employee's nontaxable benefit selections cost more than the amount of the applicable County contribution, the difference will be made up with pretax salary reduction contributions. Salary reduction contributions are additional contributions

made by the County in exchange for an equivalent reduction in an employee's taxable compensation. No County contribution or salary reduction contribution will be made on behalf of any Participant if has not been in a pay status for at least eight (8) hours during the preceding month. Unless otherwise required by State or Federal law, salary reduction contributions shall have no adverse effect on County retirement benefits authorized by the 1937 Retirement Act, the Public Employees Pension Reform Act of 2013 (PEPRA), or any other employee benefit.

G. Options Sustainability Bonus

Effective January 1, 2020, the County agrees to pay full-time, permanent, employees, represented by SEIU Local 721 a four (4) level (1%) Options Sustainability Bonus, as acknowledgment of SEIU Local 721's cooperation with maintaining the bona fide status of the Options Cafeteria Plan.

H. Options Sustainability Step

Effective January 1, 2021, the County also agrees to add a half-step (approximately 2.75%) to the range for all full-time, permanent, employees represented by SEIU Local 721, as acknowledgment of SEIU Local 721's cooperation with continuing to maintain the bona fide status of the Options Cafeteria Plan. Advancement to the additional step shall be granted upon completion of 12 months of service, at the final step, and receipt of a Competent, or better, Performance Evaluation (PE).

Employees who have been on the final step for one year and who have received a Competent, or better, PE will receive the additional step on January 1, 2021.

The parties agree that the Options Sustainability Bonus and Options Sustainability Step are funded from negotiated changes to the Options Cafeteria Plan. As such, if the County is ordered to pay economic damages in excess of \$20 million dollars based on a determination of non-bona fide plan status, under FLSA, the parties agree to immediately begin negotiations pursuant to County Code over reductions to both the Options Sustainability Bonus and Options Sustainability Step.

Section 6. PPO Dental Subsidy

Beginning January 1, 2010, the premiums for these plans will be on a three-tier basis. For each month of the term of this contract, the County contribution to participants in the Indemnity/PPO dental plan shall be as follows:

	<u>2026</u>	<u>2027</u>	<u>2028</u>
Employee Only	\$20.59	\$20.59	\$20.59
Employee plus one dependent	\$36.02	\$36.02	\$36.02
Employee plus two or more dependents	\$56.58	\$56.58	\$56.58

If the County discontinues the buy down of the PPO dental plan, the cost of such buy down shall be added proportionately to the contribution rate of all Options participants, whether such participants purchase the PPO dental plan or not.

Section 7. Administrative Fee

A \$3.79 per month minimum fee shall be charged to each participant for the County costs to administer the Plan. A monthly administrative fee, as determined by the Committee may be charged to each participant. Such fee shall be for enrollment, communications, third party administration, etc.

The above fee shall be collected via tax free salary reduction. It is the intent of the parties that all administrative costs of the Plan be revenue neutral.

Section 8. Health Insurance for Temporary and Recurrent Employees

A. The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation by amendment to the County Code, that the County contribution toward health insurance for certain temporary and recurrent employees who are not eligible for the Plan be as set forth below for the term of this agreement.

Coverage	Monthly Contribution		
	2026	2027	2028
Employee Only	\$1,142.20	\$1,233.58	\$1,332.27
Employee plus one dependent	\$2,028.68	\$2,190.97	\$2,366.25
Employee plus two or more dependents	\$2,328.70	\$2,515.00	\$2,716.20

Management will contribute a one-time only \$125.00 payment on January 1, 2014, and July 1, 2014, for a total of \$250.00 during the term of the agreement to the

Pension Savings Plan account for temporary and recurrent employees who are not eligible to the Options program.

In addition, the parties agree that the County will provide the same health insurance subsidy listed above to non-student part-time employees as described below.

B. Health Insurance Subsidy for Non-Student Part-time Employees Eligible for Participation

1. An employee will be eligible to enroll in subsidized health coverage if the employee is in a non-student position and is in a pay status for an average of twenty (20) hours a week for the three (3) consecutive months prior to enrollment.

An employee will be deemed to be in a pay status for an average of twenty hours a week for the three (3) consecutive months prior to enrollment if:

- a. The employee is on a daily or hourly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 244 hours.
- b. The employee is on a 1/2, 3/5, 5/8, or 2/3 monthly item and the employee's total pay status hours for the three (3) consecutive months prior to enrollment is equal to or greater than 256 hours.

2. The contributions provided for in Section 8A shall be paid on behalf of any employee who a) is employed on a monthly temporary ("O" Item), monthly recurrent ("B" Item), or monthly permanent 3/4 time ("Y" Item) as defined in Section 6.28.020 of the County Code, and b) is not a participant in the Options Plan. In no event shall a County contribution be made on behalf of any employee who has not been in a pay status for at least eight hours during the preceding month.

C. Initial Enrollment

The initial enrollment will allow for health benefits to be effective July 1, 2001. To determine eligibility for the initial enrollment, the months of January, February and March of 2001 will be used to determine if an employee is in a pay status for an average of thirty (30) hours a week.

Effective January 1, 2010, employees in a pay status for an average of twenty (20) hours a week during any three (3) consecutive month period will be eligible to enroll in subsidized health coverage.

D. Ongoing Eligibility

To receive a contribution towards health insurance for a month, an employee must be in a pay status for at least eight (8) hours in the prior month. Effective January 1, 2007, an employee will be taken off this benefit effective July 1, if an employee is in a pay-status for an average of less than twenty (20) hours a week during January, February, and March.

Management agrees not to reduce work hours of such employees for the sole purpose of denying them this benefit.

Section 9. Flexible Benefit and Mega-Flex Benefit Plan

Permanent County employees currently participating in or eligible to participate in the Flexible Benefit Plan (FBP) and/or Mega-Flex Plan (Pensionable and Non-Pensionable), shall continue to be eligible for and participate in said plans upon unit certification or accretion into a Local 721 bargaining unit. Any and all future changes the County makes to the Flex and Mega-Flex Benefit Plans for non-represented employees, including contributions, plan design, and benefit changes, shall be extended to and become part of said eligible or participating employee's Flex and Mega-Flex Plans.

It is the intent of Section 9 to provide a "grandfathered" benefit to employees currently receiving or eligible to participate in the Flexible Benefit/Mega-Flex Plans that elect to be represented by a certified employee organization. Any new employee subsequently hired or promoted into an accreted job classification, or a classification covered by unit certification previously covered by the Flex/Mega-Flex Plan shall not participate in the Flex/Mega-Flex Program.

The County shall not discriminate against non-represented employees upon unit certification or accretion into a Local 721 bargaining unit, or otherwise restrict their participation in the Flex and Mega-Flex Benefit Plans, on the basis of their status as represented employees.

The parties agree that the exclusive management, control, and administration of the Flex/Mega-Flex Program shall be at the discretion of the County.

Any current and future changes or modifications to the Flex/Mega-Flex Program will be at the sole discretion of Management subject to the County meeting and consulting with the Union prior to implementing any changes to the plan(s). Any employee currently covered by Flex/Mega-Flex may waive this benefit and opt on a one-time only basis to be covered by Options. Once an employee elects to be covered by Options this choice will be irrevocable.

Section 10. Joint Labor-Management Health Insurance Committee

The parties agree to establish a Joint Labor-Management Health Insurance Committee. The Committee will consist of seven (7) representatives designated by SEIU Local 721 and seven (7) representatives designated by County Management. The Committee shall establish meeting protocols and appoint a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson positions will alternate annually between Management and Union.

The purpose of the Joint Labor-Management Committee is to meet, explore, and review the feasibility of establishing an Operational Plan to utilize Los Angeles County's health care delivery system as an option for employees and new hires to select as part of their health insurance benefit program. County Management and SEIU Local 721 may engage their own consultant to participate in the discussion and engagement process. The Committee will develop and make advisory recommendations to the Chief Executive Officer.

SEIU Local 721 reserves its rights to negotiate any health insurance cost mitigation recommendation that affects wages, hours and other terms and conditions of employment.

Article 9Rental Rates

The parties agree to recommend to the County's Board of Supervisors that the monthly rental rates for employee-occupied County housing shall be as follows:

<u>Address</u>	<u>Rate Effective 10/01/09</u>
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Department of Parks and Recreation

1418 Descanso Drive, La Cañada 91001	\$220.50
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5441 Palm, La Cañada	\$143.51
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Vasquez Rocks 10700 West Escondido Canyon Road Agua Dulce	\$231.53
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Department of Internal Services 12441 Osborne Street, Pacoima	\$151.04
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Article 10

Bilingual Pay

The parties agree to recommend to the County's Board of Supervisors that said Board adopt and implement, through amendment to the County Code, an increase in the additional compensation which may be received, if all the conditions enumerated in Section 6.10.140 of said code are met, from \$80 per month to \$100 per month (\$50.00 per pay period) effective January 1, 2001.

The parties further agree to recommend to the County's Board of Supervisors that effective January 1, 1992, said Board adopt and implement through amendment to County Code Section 6.10.140 that temporary and recurrent employees who meet the conditions stated in said County Code shall be eligible to receive bilingual pay.

Article 11

Paydays

Section 1.

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly on the 30th day of the month for work performed from the first day through the fifteenth day of the month and on the 15th day of the following month for work performed from the sixteenth day through the last day of the month. If such a day falls on a Saturday, Sunday, or holiday, the payday shall be the immediately preceding regular workday. Employees may opt to participate in the Direct Deposit Program, in which the entire semi-monthly net pay is automatically deposited directly into the employee's checking or savings account at the bank, savings and loan, or credit union of their choice which is a member of the Automated Clearing House. Such deposits will be made on or before the 15th and 30th days of each month.

Section 2.

The provisions of this Article will be impacted by the implementation of a new payroll/personnel system commonly known as eHR in on or after January 2010 through December 31, 2012. Any impact on implementation of the proposed system changes (including bi-weekly pay) on wages, hours, or other terms and conditions of employment will be negotiated with Local 721 in the same manner, and subject to the same conditions, as that provided for in Article 29 eHR of this Memorandum of Understanding.

Article 12

Sick Leave

Section 1.

Effective with the pay period ending April 15, 2012, the Sick Leave Pay Period Accrual Rate shall be as follows:

Rule 1. For employees authorized 64 or 80 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 2. For employees authorized 64 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

Rule 3. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 40-hour workweek, the Sick Leave Pay Period Accrual Rate shall be four hours and 21 minutes (4:21) per pay period.

Rule 4. For employees authorized 96 hours of Sick Leave per calendar year and assigned to a 56-hour workweek, the Sick Leave Pay Period Accrual Rate shall be six hours and 32 minutes (6:32) per pay period.

The aforementioned rates replace the accrual methods formerly utilized under the Countywide Timekeeping and Personnel Payroll System (CWTAPPS). Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012, will be made using the rates formerly in effect under CWTAPPS.

All other provisions prior to eHR implementation and not related to accrual remain the same as described in Sections 5 of this Article.

Section 2.

The parties further agree to recommend jointly to the County's Board of Supervisors for adoption and implementation through amendment to said County Code that during the term of this agreement only, full-time, permanent employees may be paid for unused full-pay sick leave as follows:

- a) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2025, through December 31, 2025, and if, by December 31, 2025, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2025.
- b) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2026, through June 30, 2026, and if, by June 30, 2026, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2026.
- c) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from

July 1, 2026, through December 31, 2026, and if, by December 31, 2026, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2026.

- d) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2027, through June 30, 2027, and if by June 30, 2027, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2027.
- e) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from July 1, 2027, through December 31, 2027, and if, by December 31, 2027, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on December 31, 2027.
- f) An employee may, at their option, be paid for up to three (3) sick leave days, in lieu of carrying such days, if the employee uses no sick leave for any reason from January 1, 2028, through June 30, 2028, and if by June 30, 2028, they had completed at least 12 consecutive months of continuous service as defined in this Article. Such payment shall be computed on the basis of the workday rate in effect on June 30, 2028.

- g) Further, an employee who elects to receive payment for unused sick leave as provided in this Article shall make their election known in a manner prescribed by Management within one month following the date said employee qualifies for said payment.

Section 3.

For purposes of this Article, a day of full-pay sick leave shall be defined as:

- a) Eight (8) hours for persons employed on a forty (40) hour per week basis.
- b) A pro rata portion of eight (8) hours in the case of one-half time or more permanent employees.
- c) Twelve (12) hours for persons employed on a fifty-six (56) hour per week basis in the Probation Department, the Fire Protection Districts, and the Forester & Fire Warden's Department.
- d) Eleven (11) hours for all other persons employed on a fifty-six (56) hour per week basis.

Section 4.

The parties further agree to recommend to the County's Board of Supervisors that Section 6.20.040 of the County Code shall continue to provide part pay sick leave benefits based on length of service. Such benefits shall be at the rate of 65% and 50% pay and shall be available for use subject to the conditions and limitations set forth in said County Code.

Section 5.

Notwithstanding the provisions of Section 1 above, full pay sick leave was formerly earned and accrued as follows:

Employees hired prior to July 1, 1986, shall, effective January 1, 1994, earn 0.050 of an hour of full pay sick leave (0.075 of an hour for employees working a 56-hour shift) for each qualifying hour of service during a pay period. Qualifying hours include all active service hours, but do not include regular days off or overtime. Full pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full pay sick leave that may be earned each calendar year. Employees will no longer receive a lump of sick leave on January 1 of each calendar year. Such employees will receive, on January 1, 1994, a number of days of special usage only sick leave on a one-time only basis. This number of days is equal to such employees' annual maximum number of full pay sick leave days. This special sick leave can be used only after all other full pay sick leave subject to 50% payoff at termination is used (that sick leave earned on or after January 1, 1971) but may be used before full pay sick leave subject to 100% payoff is used (that sick leave earned prior to January 1, 1971). This special sick leave is not paid off at termination. Upon termination, an employee who otherwise qualifies for payoff of unused full pay sick leave is, in addition to all previously accrued and unused full pay sick leave, paid off for 50% of their current annual maximum number of sick leave days less any full pay sick leave taken in the year of termination.

Employees hired on or after July 1, 1986, shall, effective upon the implementation of phase 2 of the County-wide Timekeeping and Payroll-Personnel System (CWTAPPS)

earn 0.050 of an hour (0.075 of an hour for employees working a 56-hour shift) for each qualifying hour of service worked during a pay period. Full-pay sick leave earned is available for use on the first day of the subsequent pay period. There is no change to the maximum number of days of full-pay sick leave that may be earned each calendar year.

Section 6. Personal Leave

Beginning January 1, 2007, employees may use up to 96 working hours (up to 144 working hours for those employees employed on a 56-hour workweek) of accrued full-pay sick leave in any one calendar year for personal reasons pursuant to County Code Section 6.20.030A(2). When leave pursuant to this Section is needed to attend to the illness or injury of a family member as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefits MOU, departmental requirements for prior approval will be applied only to the extent practicable.

Persons employed in positions requiring a California license to practice nursing will be able to use up to 96 working hours for personal reasons in any one calendar year.

Article 13

Paying Off Time Certificates

After an employee leaves County service, they shall be paid for any unused and payable sick leave, accumulated holiday time, and vacation time at the workday rate of pay in effect on the employee's last day of County Service. Such payment shall be made in one lump sum payment within 30 days or as soon as practicable thereafter. Payment for accumulated overtime shall be paid on the same basis.

Employees, other than those laid off due to a reduction in work force, who are later reemployed or reinstated by the County, shall be considered new employees in all respects with regard to service, compensation, and benefits.

Any full-time permanent employee, who has at least six months' continuous service and is laid off pursuant to Civil Service Rules with less than 10 business days' notice, shall be eligible to receive, at the employee's option, one-half of any earned base pay remaining on the books as of the employee's last day of County service. Upon the employee's request to the appointing authority, such payment shall be made within five business days following the employee's last day of County service. The employee's departmental payroll section shall submit the appropriate payroll information to the Auditor-Controller within two business days from the date of the employee's request.

Article 14

Meal Rates

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following meal rates to be paid by those persons who purchase meals in County institutions:

<u>Effective 10/01/09</u>	
Breakfast	\$2.00
Lunch	\$2.50
Dinner	\$3.00

All employees who are currently provided free meals by the County shall continue to receive free meals for the term of the Memorandum of Understanding.

Article 15

Vacation

Section 1.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012, vacation shall be earned and accrued on a pay period basis for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before the implementation of eHR. Employees will also accrue the higher rate and additional hours of vacation to which the employee is entitled as a result of their length of service on their respective anniversary hire date.

Vacation will be accrued according to the following eHR rates instead of the CWTAPPS rates previously in effect:

Table 1. Vacation Accrual Rates for 40-hour Employees

<u>Vacation Years of Service</u>	<u>Vacation Pay Period Accrual Rate</u> <i>(hours: minutes)</i>	<u>Maximum Hours</u>
Less than 4 years	3:35	80
4 to less than 9 years	5:14	120
9 to less than 10 years	5:35	128
10 to less than 11 years	5:55	136
11 to less than 12 years	6:16	144
12 to less than 13 years	6:37	152
13 to less than 15 years	6:58	160
20 to less than 21 years	7:19	168
21 to less than 22 years	7:40	176
22 to less than 23 years	8:00	184
23 to less than 24 years	8:21	192
24 years or more	8:42	200

Maximum Carry Over = 480 Hours

Maximum In-Service Payout = 160 Hours

Table 2. **Vacation Accrual Rates for Probation 56-hour Employees**

<u>Vacation Years of Service</u>	<u>Vacation Pay Period Accrual Rate (hours: minutes)</u>	<u>Maximum Hours</u>
Less than 4 years	4:58	112
4 to less than 9 years	7:19	168
9 to less than 11 years	8:22	192
11 to less than 13 years	9:24	216
13 to less than 20 years	9:45	224
20 to less than 21 years	10:14	235
21 to less than 22 years	10:42	246
22 to less than 23 years	11:14	258
23 to less than 24 years	11:42	269
24 years or more	12:11	280

Maximum Carry Over = 672 Hours

Maximum In-Service Payout = 224 Hours

Retroactive adjustments which encompass pay periods prior to the pay period ending April 15, 2012, will be made using the rates in effect under CWTAPPS.

Prior to the implementation of eHR Phase 3, vacation was earned and accrued under CWTAPPS as described below:

Each employee otherwise eligible to receive paid vacation shall be credited with that amount of time earned since the employee's last vacation anniversary date. The only exception to this March 1, 1993, posting is for new employees who have not completed one year's service. For such employees, the pro rata share of vacation will be posted as reserve time and not be available for use until the employee completes one year. At that

time, all the March 1, 1993, time plus accrued time since March 1, 1993, will be available for use. Subsequently, such employee will accrue additional vacation each pay period based on the accrual tables listed below for each qualifying hour of service. Qualifying hours include all active service hours, but do not include regular days off or overtime. Annual calendar year maximums remain the same as before implementation of CWTAPPS.

Table 1a. Vacation for 40-hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0–4 years	0.041	80
4–9 years	0.060	120
9–10 years	0.064	128
10–11 years	0.068	136
11–12 years	0.072	144
12–13 years	0.076	152
13 years or more	0.080	160

Table 2a. Vacation for 56-hour Probation employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0–4 years	0.057	112
4–9 years	0.084	168
9–11 years	0.096	192
11–13 years	0.108	216
13 years or more	0.112	224

Table 3a. Vacation for Fire Department 56-hour employees:

<u>Years of Service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Hours</u>
0–4 years	0.075	144
4–10 years	0.097	192
10–12 years	0.111	216
12 years or more	0.122	240

Section 2.

Effective with the implementation of Phase 3 of eHR for the pay period ending April 15, 2012, and at the end of each calendar year thereafter, a 40-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 480 hours to a maximum payout of 160 hours and a 56-hour employee shall be compensated for accumulated Vacation time which, in the aggregate, is in excess of 672 hours to a maximum payout of 224 hours. Such excess Vacation time shall be paid at the employee's workday rate of pay in effect on the last day of the calendar year.

Section 3.

Nothing in this Article diminishes the department head's authority to grant, schedule, and defer vacation time.

Section 4. Reinstatement Study

The County will gather reinstatement and rehire data for calendar years 2020-2025 in order to determine the frequency of rehired employees and their length of separation. This data will be shared with the Union and the parties will meet no later than July 1, 2026, to discuss the feasibility of restoration of Vacation Years of Service for rehired employees.

Article 16

Bereavement Leave

Section 1.

The parties agree to recommend to the County's Board of Supervisors that bereavement leave shall be as defined and provided for in the County Code in the event of death of father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, husband, wife, child, stepchild, great-grandfather, great-grandmother, grandfather, grandmother, grandchild, or domestic partner, and domestic partner's father, mother, stepfather, stepmother, child, stepchild, and grandchild.

The County agrees to allow up to five (5) days of paid bereavement leave.

Section 2.

The parties further agree that effective January 1, 1999, if an employee is required to travel a minimum of 500 miles one way, they shall be eligible to receive 5 working days of bereavement leave. In addition, the employee shall be allowed use of other paid or unpaid leave if one-way travel over 500 miles is required.

Section 3.

Nothing in this Article precludes an employee from requesting additional time off for bereavement as defined above. If granted by Management, such additional time off for bereavement shall be charged to the employee's accrued vacation, overtime, personal leave, or holiday time, or taken as time without pay, as elected by the employee.

There shall be no combining of Section 1 and Section 2.

Article 17

Holidays

Section 1.

The parties jointly agree to recommend to the County's Board of Supervisors for adoption and implementation through amendment to the County Code that the following dates be observed as holidays during the term of this agreement:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
César Chávez Day	Last Monday in March (effective 2017)
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas	December 25

Should the Board of Supervisors adopt a motion recognizing any new holiday as an additional observed County holiday during the term of this agreement, the holiday will be considered added to the above list and observed by the parties as a County holiday as described in the Board's motion.

Section 2.

In the event an employee covered by this agreement is scheduled to work a named holiday on or after January 1, 1996, such holiday may be accrued and taken off at a time chosen by the employee, subject to the approval of management. All unused holiday time not taken after two years from the date of the individual holiday may be paid at the

employee's current rate at the option of Management. All accrued holiday time shall be paid at the employee's current rate when the employee separates from County service.

Article 18

Deferred Compensation and Thrift Plan

Section 1.

The parties have mutually agreed to the provisions of the Deferred Compensation and Thrift Plan ("Plan"), also known as Horizons, which is fully set forth in Chapter 5.25 of the County of Los Angeles Code as it was restated on August 19, 2003. With respect to employees covered by this Memorandum of Understanding, the Plan provides benefits mutually agreed upon by the parties. The parties intend that Horizons shall operate as an eligible deferred compensation plan pursuant to Section 457 of the Internal Revenue Code and other applicable laws.

Section 2.

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.25 are not subject to the Grievance Procedure set forth in Article 26 of this MOU.
- B. The monthly matching contributions provided in Section 5.25.050 of the Plan, beginning on January 1, 2001, shall be dollar-for-dollar to a maximum of 4% of the participant's compensation, as defined in the Plan.
- C. As set forth in Section 5.25.050 of the Plan, this Memorandum of Understanding provides for a dollar cap on matching County contributions and said cap

establishes an annual expenditure limit that operates on a July 1 to June 30 cycle as set forth below:

- D. The General County plus special fund and special district contributions provided by the Plan for represented employees shall not exceed \$121 million for fiscal year 2013/14 and \$130 million for fiscal year 2014/15.

Any unspent monies will be carried over to the next fiscal year. Beginning July 1, 2015, there will be no cap on the County contribution.

- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Horizons Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.
- G. In the event that applicable law is changed to require the Plan be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request

regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 3.

It is agreed between the parties that any conflict between this Article and the Horizons Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

Section 4.

Should LACERA fail to adopt the recommended changes to Retiree Health Reform, the Options Fringe Benefit will be re-opened for negotiations.

Section 5.

The parties agree that exploring the Roth 457 option for the Horizons Deferred Compensation and Thrift Plan is desirable. Therefore, during the term of this MOU, the County will continue to explore the feasibility of this benefit and, subject to the issuance of the relevant IRS guidance and approval of the plan design (following final determination and approval of all administrative costs associated with the design and testing of the plan), the County will discuss the potential for implementation of the Roth 457 options with the Union.

Article 19

Joint Labor-Management Committee on Employee Wellness

The parties agree that during the term of this Memorandum of Understanding they will actively cooperate in developing an employee wellness program. Said program shall include but not be limited to: smoking cessation, weight control, stress management, diet control and worksite wellness activities. Further, the parties agree that such a program shall be coordinated by the Joint Labor-Management Committee on Employee Wellness which shall be a sub-committee of the Local 721 Benefits Administration Committee (Article 8, Options). The Joint Labor-Management Sub-Committee on Wellness shall be comprised of three (3) employee representatives designated by Local 721 and three (3) representatives designated by Management. The Joint Labor-Management Sub-Committee on Wellness shall make advisory recommendations to the Benefits Administration Committee (BAC) regarding improvements in the Employee Wellness Program.

Article 20

Joint Labor-Management Advisory Committee on Productivity Enhancement

The parties agree to recommend to the County's Board of Supervisors that the Advisory Committee on Productivity Enhancement established by said Board of Supervisors continue to function during the term of this agreement. Two members of this Committee shall be representatives of SEIU Local 721.

Article 21

Social Security Related Enhancements of Benefits

The parties agree to request that the Board of Supervisors adopt and implement the following: an increase in the amount of the health insurance premium paid by the County; a County administered savings plan for Retirement Plans A–E; reopening of Retirement Plans D and E; the applicability of Internal Revenue Code 414(h)(2) to employee retirement contributions; health insurance for retirees; and Long-Term Disability Program for Retirement Plans A–D.

Further, the parties negotiated the following items at the Fringe Benefits Table:

- Continuation of retirement subsidy through August 31, 1985
- Life insurance and disability coverage
- Survivor's benefits
- Life insurance and supplements
- Medicare
- Continuation of dependency coverage in health insurance plans
- Continuation of COLA levels for Retirement Plans A–D
- Continuation of COLA levels for Plan E, LTD, and survivors
- Reverting to non-integrated contribution rates in Retirement Plans A–D for employees impacted by Social Security withdrawal
- Two-year early retirement credit
- Parity of benefits for Retirement Plans D and E
- Long-Term Disability
- No Long-Term Disability offset
- Elimination of 3-day injury leave waiting period

- Complete restoration of injury leave benefits
- Annual enrollment periods for County-sponsored health insurance plans
- Continuation of health insurance coverage to employee during I.A. or extended sick leave
- Payment of health insurance premium for laid-off employees
- County-paid dental insurance coverage
- Dental coverage to County employees regardless of status
- Annual dental insurance enrollment
- Enhancement of dental insurance to include orthodontic, prosthodontics, and cosmetic coverage
- Full dental coverage for employees on I.A., sick leave, or layoff
- Increases in sick leave accrual
- Enhancements to sick leave

In the event that Los Angeles County rejoins the Social Security System, the Retirement and Benefit enhancements program herein may be terminated by the Board of Supervisors.

LTD Program for Retirement Plans A–D

- Tax-deferred contributions
- Thrift Plan
- Safety Net
- Health insurance enhancements for retirees

The parties acknowledge and agree that the aforementioned items are Social Security related enhancement benefits which were negotiated at the Fringe Benefit Table as a result of combining the Social Security and the Fringe Benefit Tables.

In the event that the County rejoins the Social Security System, the parties agree to meet and confer regarding the impact of Social Security coverage on affected employees. Such meet and confer process shall include, but not be limited to, the impact of the decision to terminate the Retirement and Benefit enhancements program provided for in this Article.

Article 22

Obligation to Support

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither SEIU Local 721, nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition, or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate the adoption and approval of this Memorandum of Understanding in its entirety.

Article 23

Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

- A. Management's principal authorized agent shall be County's Chief Executive Officer or their duly authorized representative [Address: 500 West Temple Street, Los Angeles, California 90012; Telephone: (213) 974-1101], except where a particular Management representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.
- B. The SEIU Local 721 principal authorized agent shall be the Executive Director or their duly authorized representative [Address: 1545 Wilshire Boulevard, Los Angeles CA 90017, Phone: (877) 721-4968].

Article 24

Provisions of Law

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws and regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal, State, or County rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule, or regulation, and the remainder of this Memorandum of Understanding shall not be affected thereby.

Article 25

Full Understanding, Modifications, Waiver

Where a Full Understanding, Modifications, Waiver Article is included in a separate Memorandum of Understanding applicable to a recognized employee representation unit, it shall apply to this Memorandum of Understanding.

Article 26

Arbitration of Grievances

Wherever a provision for binding arbitration of grievances is included in the Grievance Procedure of a separate Memorandum of Understanding, it shall be applicable to the provisions of this Memorandum except any subject matter relating to County-sponsored employee group insurance plans that could impose on the carrier, the provider, or the County an obligation which would be in conflict with the applicable law and/or the contracts or service agreements between the County and the carrier or provider.

A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles of this agreement shall be entirely advisory in nature and shall not be binding upon any of the parties:

Non-Discrimination

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

Article 27

Commuting Problems

The parties agree that during the life of this contract they will actively cooperate in the development and implementation of solutions to the problems of energy waste, air pollution, and congestion created by employee use of motor vehicles. This mutual effort shall include, but not be limited to, producing incentives for the use of car-pools and public transportation.

A Green@Work joint labor management committee will continue to meet regularly following approval of the MOU by the Board of Supervisors. The CEO shall designate up to five representatives and Local 721 will designate up to five (5) representatives to participate in the committee.

The County and SEIU Local 721 agree that the Green@Work Joint Labor Management Committee will include as its mission a review of current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, including review of piloting “proximate commuting transfer match system” to identify transfer opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

Beginning in January 2023, the County will contribute \$400,000 each calendar year to fund programs identified by the Green@Work Joint Labor Management Committee. These funds shall be used for the specific purpose of maximizing direct financial rideshare subsidies for employees, and enhancing alternative transportation systems, such as

shuttle services, van pools, carpools, bicycle parking, other transit services and guaranteed ride home services.

Any remaining amount not used in the calendar year will be returned to the County General Fund.

In the event that a successor agreement or extension amendment is not in place by the commencement of the next calendar year, so long as the transit subsidy program is in place, the County will continue to provide funds in the same amount as agreed to in the previous fringe agreement in order to avoid disruption of the transit subsidy program.

The Green@Work joint labor management committee will submit recommendations to the Chief Executive Officer and to the SEIU Local 721 Bargaining Policy Committee. The County will make every effort to implement those recommendations that have joint approval as soon as fiscally and administratively possible.

Article 28

Sick Personal Leave for Temporary Employees

1) Sick Personal Leave (Payable)

The parties agree that daily and hourly temporary employees shall continue to be eligible to receive paid leave in accordance with the following provisions:

A. Eligibility

Any temporary employee subject to this Memorandum of Understanding who is employed exclusively on an hourly as-needed ("F" item) or hourly recurrent ("H" item) basis shall be eligible for Sick Personal Leave (Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Payable) to a maximum of 80 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Payable) for every 30 hours worked.

C. Use of Sick Personal Leave (Payable)

40 hours of accrued Sick Personal Leave (Payable), may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030A(2). Sick Personal Leave (Payable) may also be taken for the purpose of

attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefits MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

D. Pay for Unused Sick Personal Leave (Payable)

An employee may, at their option, be paid for up to 3 Sick Personal Leave (Payable) days (24 hours), in lieu of carrying over such days, if the employee uses no Sick Personal Leave (Payable) for any reason. Sick Personal Leave (Payable) shall be paid off at the employee's workday rate of pay in effect at the time of payment. The remaining balance of days or the full balance of days may be carried over. Upon termination of service with the County, an employee shall receive payment for one-half of accumulated Sick Personal Leave at the employee's workday rate of pay in effect at the time of payment.

2) Sick Personal Leave (Non-Payable)

The parties agree that per session, commission, fractional and otherwise specified employees shall be eligible to receive paid leave in accordance with the following provisions:

A. Eligibility

Any employee subject to this Memorandum of Understanding, and who does not earn sick leave, non-elective leave, or special paid leave which includes employees on a per clinic, consultation or visit ("G" item) or per session ("J" item), or part-time as defined by 1/5 time ("P" item), 1/4 time ("Q" item), 5/16 time ("R" item), 1/3 time ("S" item), 2/5 time ("T" item) basis, or Relief Nurses (Item #5261 under BU 311) shall be eligible for Sick Personal Leave (Non-Payable) pursuant to this Article.

B. Earning and Accrual of Leave

An eligible employee shall earn Sick Personal Leave (Non-Payable) to a maximum of 80 hours and may carry over the hours to any subsequent year based on the following accrual rate: 1 hour of Sick Personal Leave (Non-Payable) for every 30 hours worked. Any accrued hours will not be payable.

C. Use of Sick Personal Leave (Non-Payable)

40 hours of accrued Sick Personal Leave (Non-Payable) may be taken off per calendar year, subject to prior approval of Management for personal reasons pursuant to County Code Section 6.20.030A(2). Sick Personal Leave (Non-Payable) may also be taken for the purpose of attending to own health care and health care of family members as defined in Article 16, Bereavement Leave, in the Local 721 Fringe Benefits MOU, as well as what is defined in AB1522 (which includes adopted or foster children, stepchildren, legal ward or child to whom the employee stands in loco parentis, or a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), departmental requirements for prior approval will be applied only to the extent practicable.

Article 29

Electronic Human Resources (eHR)

The established Joint Labor Management Electronic Human Resources committee will work collaboratively on implementation of major eHR system changes/updates.

If it is determined that it is necessary for the County to make changes to eHR, that will impact wages, hours, or other terms and conditions of employment, the County will notify SEIU Local 721 in writing at least 90 calendar days prior to making such changes. If SEIU Local 721 wishes to negotiate with the County regarding the impact of any such system changes, SEIU Local 721 shall notify the County within 30 calendar days from receipt of such notice. Negotiations shall commence within 10 working days from receipt of SEIU Local 721's demand to negotiate and shall be subject to the provisions as set forth in the Employee Relations Ordinance. However, such negotiations, excluding impasse procedures, shall not exceed 45 days unless mutually agreed by the parties.

Article 30

Childcare

The County of Los Angeles, recognizing the urgent childcare needs of working parents, and in the interest of retaining a quality workforce, and to demonstrate a renewed commitment, agrees to pursue employer-associated accessible and affordable childcare options for children of County employees.

The parties agree to reconvene a childcare labor-management committee, effective on the implementation date of this MOU. The committee shall consist of no more than five representatives from Local 721 and no more than five representatives from the County. The purpose of this committee is to meet and consult regarding the administration of current childcare centers, the establishment of new child care programs, and determining funding sources for the provision of on-site child care at County facilities. The committee shall work to increase accessibility of childcare services by providing child care options for County workers on evening and night shifts, reducing waitlists, developing employees communication programs and surveys, and through legislative and advocacy efforts. The Chief Executive Office will consider funding recommendations from the committee to address childcare planning expenses, childcare needs assessments, and educational materials related to childcare for County workers.

Article 31 Mileage Reimbursement

Section 1. Definitions

PERMITTEE means those employees as defined in Section 5.40.190 of the County Code of the County of Los Angeles.

Section 2. Mileage Rates

A. The parties jointly agree to recommend to County's Board of Supervisors that said Board provides mileage reimbursement for mileage permittees as follows:

1. \$0.66 per mile for all miles driven effective January 1, 2025.

B. Management Rights

The department head has the right to determine which employees are required to provide a private vehicle to carry out County services. It is agreed that Management reserves the right to require any permittee to use a County vehicle at any time.

C. Adjustment of Rates

The parties agree that reimbursement rates may be adjusted by the cents per mile adjustment on dates other than July 1 of each year to coincide with the adjustments in the standard mileage reimbursement rate as established by the Internal Revenue Service (IRS rate).

Section 3. Damage to Personal Vehicles

The parties agree to recommend to the County Board of Supervisors that said Board extend the provisions of County Code Section 5.85 regarding reimbursement for damage to personal vehicles to all permittees covered by this MOU. In addition, effective January 1, 2001, the parties agree to recommend that the Board of Supervisors amend Section 5.85 to provide rental car coverage, to be the actual costs of such rental car, not to exceed \$40.00 per day, and a 30-day limit, and towing coverage, to be actual towing charges (and, if required, storage costs), not to exceed 50 miles in towing and \$10.00 per day storage. Also, it is understood that damage which occurs in the employee's headquarters parking lot is covered by the insurance program described in Section 5.85 of the County Code, effective January 1, 2001.

Section 4. Personal Liability

Annually, the County will provide to each mileage permittee a notice that the County, pursuant to the California Government Code, will provide third party liability protection for employees who drive on County business. This notice will also contain procedures for employees to follow to claim this liability protection.

Section 5. Parking Reimbursement

Employees eligible for reimbursement under the provisions of Section 2 shall be entitled to reimbursement for actual parking expenses incurred in connection with the performance of their duties during the monthly period utilized for calculation of mileage reimbursement.

Reimbursable parking expenses shall be those expenditures actually incurred by an employee for parking at a facility other than the facility designated as the employee's headquarters for purposes of mileage reimbursement. Such expenses shall not include any expenditure by the employee at any public or private parking facility when such facility is utilized by the employee for access to and from their normal place of business.

Management may impose reasonable requirements on any employee for reporting date, location, duration, reasons, and cost of parking for purposes of reimbursement.

Section 6. Overpayments, Underpayments, Disputed Claims

Overpayments

The parties agree, in the event overpayments on warrants for reimbursement of mileage or parking are made by County to an employee, Management will endeavor to notify the employee of the overpayment prior to making any deductions to recover such overpayments. Upon request by the affected employee, Management will endeavor to reach a mutually acceptable method of repayment.

Underpayments

When a mileage permittee does not receive reimbursement for mileage to which they would be otherwise entitled, if they notify their Departmental Payroll Clerk within two (2) business days of receipt of their regular pay warrant that would have included mileage reimbursement, the Auditor-Controller will correct the under reimbursement within three (3) business days in accordance with the regular paycheck error procedure.

Disputed Claims

In the event there is a dispute involving the number of claimed miles, the Auditor-Controller will adjust the mileage claim and reimburse the permittee the lower amount on the next scheduled payroll warrant. A copy of the adjusted claim and Notice of Adjusted Claim will be returned to the permittee.

If the permittee agrees with the adjusted amount, no further action is required, and the claim is considered settled. If the permittee disagrees, then the permittee should complete the Notice of Adjusted Claim and return it along with the photocopy of the claim to his or her Mileage Clerk who will then forward it to the Auditor's Office. Upon review, if it is determined by the Auditor-Controller that an adjustment is appropriate, the under reimbursement will be corrected on the following payday.

Nothing contained in the Section shall be construed as preventing Management from taking any action necessary to comply with any applicable law.

Section 7. Rationing Re-opener

In the event fuel rationing is imposed by appropriate authority during the term of this agreement, the parties agree upon the written request of either the County or SEIU Local 721 made following the announcement that rationing will be imposed, to reopen this agreement for the sole purpose of negotiations, to reach agreement on the subject of fuel rationing as it applies to employees required to use their personal autos on County business. All other provisions of this agreement shall remain in full force and effect during this period of negotiations.

Section 8.

The parties agree that upon either party's request, a joint labor-management committee will be established to discuss mileage issues.

Article 32

Leave Donations

In an effort to provide a mechanism for assisting employees who have a serious or catastrophic illness or injury, or who are absent due to a major disaster as declared by the Board of Supervisors; the parties agree that, effective January 17, 1994, full-pay sick and vacation hours may be transferred from one or more employees and donated to another employee, on an hour-for-hour basis, upon the request of both the receiving employee and the transferring employee(s), and upon approval of the receiving employee's appointing authority or designee under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee; has exhausted or will foreseeably exhaust all earned leave hours, including but not limited to, sick leave, vacation, compensatory time, and holiday credits, and is therefore, facing the loss of salary and benefits.

Employees who are absent from work due to an Emergency as declared by the Board of Supervisors will be eligible to participate in this Leave Donation program to the extent such employee has exhausted or will foreseeably exhaust all earned leave hours except full and part pay sick leave.

- B. The transfers are voluntary. Transfers are to be a minimum of one (1) hour, and in whole hour increments, thereafter.
- C. Transfers for employees who are sick or injured are made from accrued full-pay sick or vacation leave balances. All current and deferred vacation hours may be donated. However, only that portion of full pay sick leave in excess of 160 hours

may be donated. Transfers for employees who are absent due to an Emergency, as declared by the Board of Supervisors, are limited to current and deferred vacation hours.

- D. Transfers shall be allowed to cross departmental lines upon approval of the appointing authority, and/or, their designee in accordance with policies of the receiving departments.
- E. Transfers of full sick pay hours will not count as time used and will not adversely affect an employee's right to cash in sick leave hours as provided for under Article 12, Section 2, of this MOU.
- F. Transfers are irrevocable. If any donated hours remain at the end of the employee's catastrophic leave, they shall remain for the sole use of the recipient, except that if the employee dies the remaining 100% sick leave must be returned to the donor on a "last in first out" basis.
- G. The total transfer credits received by an employee shall normally not exceed 1040 hours, however, donations in excess of 1040 hours may be considered and approved by the employee's appointing authority, or their designee.
- H. Upon approval of a request for donations, the appointing authority (or their designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees. Confidential medical information shall not be included in the notice.

- I. Donations shall be administered according to procedures established by the Auditor- Controller and Chief Executive Officer that are not in conflict with the provisions of this Article and requested on a form prescribed. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.
- J. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee; restrict County's management rights; nor modify existing County rules, policies, or agreements regarding unpaid leave of absence or parental leave.

Article 33 Pension Savings Plan

Section 1. Purpose

The Pension Savings Plan (the "Plan") is a retirement plan for temporary and part time employees of the County of Los Angeles who are not eligible to participate in the Los Angeles County Employees Retirement Association. It is intended that the Plan qualify under IRC Sections 457 and 3121 as a benefit enhancement provided to employees in lieu of participation in the Social Security System.

Section 2. Plan Document

The parties mutually agree that the benefits provided by the Plan shall be those provided in Chapter 5.19 of the County of Los Angeles Code (the "Plan") and is fully incorporated by reference in this Article 33.

Section 3. Operational Details

The parties further agree on the following matters which provide operational details concerning Plan operation, or are related to the Plan but are outside the scope of its provisions:

- A. The provisions of Chapter 5.19 are not subject to the Grievance Procedure set forth in Article 26 of this MOU,
- B. The County monthly contribution shall be 3 percent of compensation and the minimum monthly employee contribution shall be 4.5 percent of compensation.
- C. The Plan Administrative Committee (PAC) shall have responsibility for the operation and administration of the Plan and trust, and the members of the PAC

shall be trustees subject to the fiduciary duties imposed on trustees under California law, including but not limited to the duties imposed by the Uniform Prudent Investors Act.

- D. The Plan shall be administered by the PAC, consisting of the Auditor-Controller, Chief Executive Officer, County Counsel, Treasurer and Tax Collector, a representative of SEIU Local 721 and a representative of the Coalition of County Unions. SEIU Local 721 and the Coalition of County Unions may each designate one named alternate member. Administrative costs will be charged against the account earnings, subject to limits set by Federal regulation. Policies and procedures will be established to minimize administrative costs. The PAC shall provide to each participant a periodic statement of account and information describing the benefits provided by the plan.
- E. To the extent that employees represented by SEIU Local 721 are impacted, the termination of the Plan or the amendment of any Plan provisions that are subject to negotiation shall be negotiated between the parties.
- F. In the event that the County is mandated by Federal or State law to re-enter the Social Security system during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such mandate on the matching contributions of the employees represented by SEIU Local 721 to be covered by Social Security.

G. In the event that applicable law is changed to require the Plan to be terminated or merged into another form of deferred compensation program during the term of the current Fringe Benefits Memorandum of Understanding, at the request of either party, the parties agree to open negotiations within 45 days of such request regarding the impact of such termination or merger on Plan participants who are employees represented by SEIU Local 721.

Section 4.

It is agreed between the parties that any conflict between this Article and the Plan provisions of the County Code be resolved in favor of the Memorandum of Understanding provisions.

Article 34

Termination Pay

The parties agree to study and implement roll over of termination pay (time certificates) into a tax qualified plan by July 1, 2005.

In November 2004, the Termination Pay Pick Up Plan (TPP) was implemented to tax defer termination pay (time certificates). Effective May 31, 2006, the TPP ceased accepting new applications pending further IRS guidance.

Effective January 27, 2007, the plan ceased taking any contributions. Effective January 1, 2008, the TPP was officially frozen via amendment.

In October 2017, Management consulted with SEIU Local 721 regarding termination of the Plan. The Board of Supervisors approved termination of the Plan effective November 14, 2017. Distributions were made pursuant to the terms of the TPP.

Article 35

401(K) Savings Plan

Section 1.

Grandfathered Benefits

Permanent County employees currently participating in or eligible to participate in the 401(k) Savings Plan shall continue to be eligible for and participate in said plan upon unit certification or accretion of their classification into a Local 721 bargaining unit. Any and all future changes the County makes to the 401(k) Savings Plan for non-represented employees, shall be extended to and become part of said eligible or participating employee's 401(k) Savings Plan.

It is the intent of this Article to provide a "grandfathered" benefit to individual employees currently participating or eligible to participate in the 401(k) Savings Plan (Chapter 5.26 of the County Code) following unit certification or accretion of their class into a Local 721 Bargaining Unit.

Any employee subsequently hired, transferred, promoted, or who demotes into an accreted job classification, and/or whose class is in a newly certified unit shall not participate in the 401(k) Savings Plan. An employee who was not otherwise previously eligible for or participated in the 401(k) Savings Plan shall not become eligible to participate in the Plan based on the grandfathering provisions of this Article.

The "grandfathering" provisions apply on an individual employee basis and do not extend to job classifications.

Nothing in this Article changes the parties practice regarding the 401(k) Savings Plan for non-represented employees who voluntarily elect a change in their employment status to a represented bargaining unit.

The County shall not discriminate against employees, or otherwise restrict their participation in the 401(k) Savings Plan on the basis of their unit certification or accreted status as represented employees.

The parties agree that the exclusive management, control, and administration of the 401(k) Savings Plan shall be at the discretion of the County. Any current and future changes, modifications, or termination of the 401(k) Savings Plan shall be at the sole discretion of Management, subject to the County meeting and consulting with the Union prior to implementing any changes or termination of the 401(k) Savings Plan.

Section 2. Entry for SEIU Local 721 Members into Unmatched 401(k) Savings Plan

The County further agrees to take all reasonable and good faith steps to implement entry for SEIU Local 721 members into the 401(K) Savings Plan, with no matching contributions by the County, prior to January 1, 2026. If the County is unable to arrange for entry before January 1, 2026, for any reason, the County will implement entry into the 401(K) Savings Plan on January 1, 2027. SEIU Local 721 waives all rights to negotiate changes to this provision until 2028. Further, effective with SEIU Local 721-represented entry into the 401(k) Savings Plan, 1 seat (together with 1 alternate seat) will be added to the 401(k) Savings Plan Administrative Committee to be appointed by SEIU Local 721. Article 36 Leaves of Absence

Section 1. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and other law, medical leaves of absence will be granted by the employee's Department Head upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

Section 2. Educational Leave

Pursuant to applicable provisions of the Civil Service Rules, and subject to the staffing needs of the department, educational leaves will be granted to permanent employees upon presentation of a plan for schooling designed to improve the employee's value to the County, and evidence of acceptance by an accredited college or university.

Section 3. Pregnancy Leave

The parties agree that departmental Management shall grant a leave of absence to any eligible employee who becomes disabled as a result of pregnancy, which disability

prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife). Such leave must be requested in writing by the employee and will be granted pursuant to Civil Service Rules and such procedures as are determined by the Director of Personnel and by the Department Head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any eligible employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by her primary care giver (physician, nurse practitioner or nurse mid-wife), may use sick leave benefits for which she is otherwise eligible in the same manner as for any other disability resulting from sickness or injury. Additionally, the employee may use accrued vacation, holiday, or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

Section 4. Family Leave

- A. The parties agree that employees covered by this Memorandum of Understanding are subject to the provisions of the California Family Rights Act of 1993 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), as amended, and the California Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL).

Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State Law, except that a domestic partner and their children may qualify an employee as eligible for FMLA/CFRA.

- B. The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.
- C. Absences incurred for a Family Leave qualifying reason may not be used for purposes of placing or keeping an employee on certified time or cited or referenced in any Performance Evaluation or Appraisal of Promotability. Employees on certified time with FMLA qualifying absences shall not be required to provide medical certifications for those FMLA absences above and beyond the medical certification requirements in the County Family Leave Policy.
- D. An employee shall be entitled to file a grievance for violation of the provisions of this Article in addition to the rights provided by law.

Section 5. Jury Duty and Witness Leave

During the time an employee is actually reporting to the court for jury duty and following receipt of "Certificate of Jury Service" (Jury Form 4), the Department Head or their designate will convert the employee's usual shift to a regular five-day Monday through Friday day-shift basis.

Any person holding a permanent position ordered to serve on a jury shall be entitled to their regular pay provided the employee deposits their fees for service, other than mileage, with the County Treasurer.

Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena

witnesses, which compels the employee's presence as a witness, unless the employee is a party or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with such subpoena, provided the employee deposits any witness fees, except mileage, with the County Treasurer.

Section 6. Other Leaves

The parties agree that employees covered by this Memorandum of Understanding are subject to other County-authorized leave provisions including but not limited to military leave, disaster leave, leave for civil-service examinations, and leave for school or child-daycare-program activities. Specific leave information is available in the Appendix.

Appendix A

SEIU Local 721 – County of Los Angeles Joint Labor Management Health Insurance Cost Mitigation, Goals, and Objectives Wellness and Health Insurance Cost Containment Strategic Action Plan

I. Guiding Principles

- A.** *Provide affordable, quality and comprehensive benefits that meet the diverse work-life needs of employees and their dependents.*
- B.** *Create a County-wide wellness and consumer-wise culture by promoting adoption of healthy lifestyles and the cost sensitive use of health care benefits as tools to help improve employee health, control health insurance costs, reduce employee absenteeism and associated costs and to improve employee morale and productivity.*
- C.** *Provide competitive and highly valued employee benefits designed to help attract and retain healthy employees.*
- D.** *Obtain outstanding market value (cost, benefits, access and quality) for all benefits offered to employees.*
- E.** *Improve the effectiveness of County-wide wellness and disease management, programs to be consistent with wellness and this cost mitigation strategy.*
- F.** *Make recommendations on policies and best practices to coordinate the development of Employee Wellness Programs on a County-wide and department level basis.*

II. Strategic Goals

- A. *Measurably control costs and level off annual rate increases below average/normal cost trends***
 - 1.** *The County and Local 721 will work collaboratively to limit annual HMO rate increases to less than normal/average cost trend.*
 - 2.** *Assure carrier administrative fees (profit, retention, etc.) are appropriate given actual claims expense and loss ratios.*

B. *Measurably reduce unnecessary health care utilization to levels below current Options levels and to levels that reflect a healthier population*

1. *Reduce key utilization measures from current Options levels, including hospital and physician and prescription drug utilization.*
2. *Promotion of wellness and preventative office visits, urgent care and to the appropriate care should be encouraged to avoid unnecessary emergency care and hospital visits.*
3. *Measure the effect of these reductions on Options costs and annual rate increases.*
4. *Support cost-effective clinical care, complex-case and disease-management programs that promote better results in the most prevalent and costly chronic diseases and/or acute conditions.*

C. *Measurably improve employee health status to levels better than average for similar employee populations*

1. *Increase employee participation in targeted wellness, risk reduction and disease management programs.*
2. *Track employee participation levels, lifestyle/behavior changes and clinical outcomes year over year.*
3. *Measure the effect of these programs on employee health status, Options utilization, cost and annual premium rates.*

D. *Measurably improve quality of care*

1. *Hold carriers accountable for ongoing quality improvement related to critical processes and outcome measures and employee satisfaction.*
2. *Study and compare HMO/PPO “unit costs” and clinical quality outcomes to help obtain the most cost effective and efficient delivery of services.*
3. *Develop performance guarantees with the carriers tied to the above goals.*

E. *Evaluate alternative Health Plans*

Market current Health Plans to competitive bids via a Request for Proposal (RFP) process when determined to be necessary.

F. *Implement a comprehensive year-round employee education and communication strategy that effectively engages employees in targeted wellness and disease management programs and that promotes positive employee lifestyle and behavior change.*

G. *Evaluate and implement cost effective “Value Based” plan designs.*

III. Short Term Objectives and Action Plan

A. *Data collection and reporting — Through the use of Health Plan specific planning and evaluation tools (specifically Executive Summary Analyses, Dash Boards and Action Plans):*

- 1. Identify and compare the most prevalent, fastest growing, and costly diseases/conditions and related risk factors for Options participants based on various measures of cost and utilization of services for each of the last two years.*
- 2. Measure and compare Options specific utilization levels and costs over the last two years and identify cost trends and utilization patterns that are considered above average.*
- 3. Benchmark past years and compare future clinical care outcomes, cost, utilization patterns, and employee participation levels yearly to develop cost, utilization, and participation measures to determine the effectiveness of disease management and wellness programs.*
- 4. Measure carrier clinical quality and employee satisfaction improvement over the last three years through the use of CCHRI data and Options specific surveys. Also, measure provider specific performance against appropriate industry benchmarks.*
- 5. Obtain and compare HMO unit costs and quality outcomes data to assess the cost and quality differences between HMO plans.*
- 6. Incorporate County specific wellness clinical disease management outcomes measures into HMO performance standards.*

B. *Wellness and Disease Management*

- 1. Identify the availability of HMO/PPO Wellness, Risk Reduction and Disease Management Programs.*
- 2. Implement “targeted” programs based on Options specific disease prevalence, related major risk factors and high-cost areas of hospital, physician, and prescription drug utilization.*

3. *Identify a) County b) Local 721 and c) HMO/PPO communication and incentive/reward resources that can be used to promote employee participation in and completion of Wellness and Disease Management Programs on a year-round basis.*
4. *Obtain written commitments from the carriers regarding their data reporting capabilities, financial and program resources in support of this strategy.*
5. *Prioritize, implement, coordinate, and evaluate programs on an ongoing basis (see Data Collection and Reporting).*
6. *Investigate the new predictive modeling programs and other industry advancements that identify and avoid serious illness in advance.*
7. *Develop a Health Fair model that effectively engages employees in seeking appropriate follow-up care with their primary care physician and year-round wellness programs.*

C. *Employee Education and Communication*

1. *Develop a year-round coordinated carrier, County and Local 721 employee education and communication campaign that targets major cost drivers, that promotes employee participation in wellness and disease management programs and results in employee lifestyle and behavior change.*
2. *Education should also promote consumer-wise and cost sensitive use of healthcare services, including targeted communications at the key time for patient decisions and engagement.*

D. *Worksite Wellness Committees*

County management and departmental employees, including Local 721 representatives on worksite wellness committees, will work collaboratively in partnership to engage employees to participate in Employee Wellness Programs in order to improve their health status.

E. *Evaluate and implement “Value Based” plan designs and evaluate affiliating with external Purchasing Alliances/Coalitions*

1. *Identify potential plan design and funding alternatives that will help reduce unnecessary utilization and costs that incent members to use benefits in a more “consumer-wise” and cost-effective manner.*
2. *Identify Value Based plan designs to encourage use of high-value care and reinforce positive employee behavior and lifestyle change,*

including compliance with appropriate prescription drugs for high-cost care. Consider implementation of alternatives that have minimal impact on the employee's out-of-pocket expenses and that avoids cost shifting to employees.

3. *Plan design changes need to assure appropriate access to desired services County-wide.*
4. *Identify and pursue development of potential strategic alliances with purchasing coalitions that would add value to Options benefits as deemed useful.*

F. High Performing Providers

Have Options carriers identify high performing providers in efficiency and quality.

1. *Work with the carriers to develop an education campaign to motivate patients to use these providers.*
2. *Depending upon the results of the education program, consider reinforcing the education with financial incentives.*
3. *Develop a joint approach with the carriers to manage the least effective providers.*

G. Provider Contract Management

1. *Require that the County's carriers present and initiate a business plan for trend management through provider contracting.*

Historical Footnote

Appendix A, negotiated during the 2003–2006 contract negotiations as a strategy to mitigate the upward spiraling cost of health insurance for employees, evolved into the “Cost Mitigation, Goals and Objectives” (CMGO's) and have resulted in reduced costs during the annual rate renewal process.

Appendix B - Other Leaves of Absence

School and Childcare Activities

Any employee who is the parent, guardian, or grandparent with custody may utilize existing vacation, personal leave, compensatory time off, or leave without pay to participate in the school activities of their children who are either enrolled in kindergarten through twelfth grade or are under the age of five and enrolled in a childcare or preschool program.

Civil Service Examinations

Any employee shall be allowed time necessary to be absent from work at their regular rate of pay to participate in civil service examinations for positions with any public entity as defined in Section 6.04.080 of the Los Angeles County Code.

Military Leave

Any employee shall be allowed a military leave of absence in accordance with the applicable provisions of law including, but not limited to, the Uniformed Services Employment and Reemployment Act, the Family and Medical Leave Act, the California Military and Veterans Code, the Los Angeles County Charter, and the Los Angeles County Code. At the conclusion of such leave, the employee shall be returned to work with all accumulated rights and benefits, including educational benefits, in accordance with all applicable provisions of law. No County employee shall be discriminated against, or adversely impacted, in any manner as a result of utilizing military leave.

Disaster Leave

In the event of a disaster emergency as defined by Section 2.68.050 of the County Code

and the Emergency Ordinance, Ordinance 10493, that prevents employees from reporting to their positions, the Chief Executive Officer may grant a leave of absence with pay to such employees, subject to ratification by the Board.

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME



YOUR RIGHTS AND OBLIGATIONS AS A PREGNANT EMPLOYEE



Civil Rights
Department
STATE OF CALIFORNIA

IF YOU ARE PREGNANT, HAVE A PREGNANCY-RELATED MEDICAL CONDITION, OR ARE RECOVERING FROM CHILDBIRTH, PLEASE READ THIS NOTICE.

OBLIGATIONS OF EMPLOYERS WITH FIVE OR MORE EMPLOYEES

- Reasonably accommodate your medical needs related to pregnancy, childbirth, or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- Transfer you to a less strenuous or hazardous position (if one is available) or duties if medically needed because of your pregnancy;
- Provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17 1/3 weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL does not protect you from non-leave related employment actions, such as a layoff;
- Provide a reasonable amount of break time and use of a room or other location close to the employee's work area to express breast milk in private as set forth in the Labor Code; and
- Never discriminate, harass, or retaliate on the basis of pregnancy.

Employers with one or more employees must not harass employees on the basis of pregnancy.

PREGNANCY DISABILITY LEAVE

- Although PDL can last up to four months, you are entitled to take PDL only for the period of time during which you are disabled by pregnancy, a pregnancy-related medical condition, or childbirth. Your health care provider determines how much time you need.
- After you inform your employer that you need to take PDL, your employer must guarantee in writing that you can return to work in your same or a comparable position if you request a written guarantee.
- Your employer may require you to submit written medical certification from your health care provider supporting the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, and doctor-ordered bed rest, and covers conditions such as severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy and/or post-partum depression.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule.
- Your leave will be paid or unpaid depending on your employer's policy for other types of medical leave. You may also be eligible for state disability insurance, administered by the California Employment Development Department.
- You may choose to use any vacation or other paid time off during your PDL.
- Your employer may require or you may choose to use any available sick leave during your PDL.
- Your employer is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain benefits and your seniority date; please contact your employer for details.

YOUR OBLIGATIONS AS AN EMPLOYEE

- Give your employer reasonable notice. To receive a reasonable accommodation, obtain a transfer, or take PDL, you must give your employer sufficient notice for your employer to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, transfer, or PDL is foreseeable, or as soon as practicable if the need is an emergency or unforeseeable.
- Provide a written medical certification from your health care provider. Except in a medical emergency where there is no time to obtain it, your employer may require you to provide a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer, or PDL. If the need is an emergency or unforeseeable, you must provide this certification within the time frame your employer requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. *Your employer must give you at least 15 calendar days to submit the certification. Ask if your employer has a copy of a medical certification form for your health care provider to complete.*
- If you do not give your employer notice or written medical certification of your medical need (if required), either in advance or as soon as practicable, your employer may be justified in delaying your reasonable accommodation, transfer, or PDL.

ADDITIONAL LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Under CFRA you may have a right to take family care or medical leave (CFRA leave) to bond with a new child. If you gave birth to the child, you would generally take CFRA bonding leave after taking PDL. CFRA leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of your child*. You must take it within one year of these events.

In addition to taking leave to bond with a new child, you can also take CFRA leave because of your own serious health condition (not related to pregnancy) or that of your child, parent**, spouse, domestic partner, grandparent, grandchild, sibling, or "designated person" related by blood or with whom you have a family-like relationship.

You are eligible for CFRA leave if you have more than 12 months of service with an employer, have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, and your employer has five or more employees.

Your employer may, but is not required to, pay you while you are out on CFRA leave, but they must allow you to use any accrued paid time-off while on CFRA leave. You may also be eligible for benefits administered by the Employment Development Department, including state disability insurance (for your own health condition) or Paid Family Leave (for bonding with a new child or for caring for a family member with a serious health condition). For more information, visit edd.ca.gov/disability

If you are improperly denied pregnancy or childbirth-related reasonable accommodations or protected leave under PDL or CFRA, file a complaint with the Civil Rights Department (CRD).

TO FILE A COMPLAINT

calcivilrights.ca.gov/complaintprocess

Toll Free: 800.884.1684 / TTY: 800.700.2320

California Relay Service (711)

Have a disability that requires a reasonable accommodation? CRD can assist you with your complaint.

For translations of this poster, visit:

www.civilrights.ca.gov/posters/required

*"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).

**"Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

FAMILY CARE & MEDICAL LEAVE & PREGNANCY DISABILITY LEAVE



Civil Rights
Department
STATE OF CALIFORNIA



Under California law, an employee may have the right to take job-protected leave to care for their own serious health condition or a family member with a serious health condition, or to bond with a new child (via birth, adoption, or foster care). California law also requires employers to provide job-protected leave and accommodations to employees who are disabled by pregnancy, childbirth, or a related medical condition.

Under the California Family Rights Act of 1993 (CFRA), many employees have the right to take job-protected leave, which is leave that will allow them to return to their job or a similar job after their leave ends. This leave may be up to 12 work weeks in a 12-month period for:

- The employee's own serious health condition
- The serious health condition of a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or someone else with a blood or family-like relationship with the employee ("designated person")
- The birth, adoption, or foster care placement of a child

If an employee takes leave for their own or a family member's serious health condition, leave may be taken on an intermittent or reduced work schedule when medically necessary, among other circumstances.

Eligibility. To be eligible for CFRA leave, an employee must have more than 12 months of service with their employer, have worked at least 1,250 hours in the 12-month period before the date they want to begin their leave, and their employer must have five or more employees.

Pay and Benefits During Leave. While the law guarantees only unpaid leave, some employers pay their employees during CFRA leave. In addition, employees may choose (or employers may require) use of accrued paid leave while taking CFRA leave in certain circumstances. Employees on CFRA leave may also be eligible for benefits administered by the Employment Development Department, including Paid Family Leave. For more information, visit bit.ly/EDD-PFL.

Taking CFRA leave may impact certain employee benefits and an employee's seniority date. If employees want more information regarding eligibility for leave and/or the impact of the leave on seniority and benefits, they should contact their employer.

Pregnancy Disability Leave. When an employee is disabled by pregnancy, childbirth, or a related medical condition, the employee is entitled to take a pregnancy disability leave of up to four months, depending on their period(s) of actual disability. If the employee is also eligible for CFRA leave, they have the right to take both pregnancy disability leave and CFRA leave related to the birth of their child.

Reinstatement. Both CFRA leave and pregnancy disability leave guarantee reinstatement to the same position or, in certain instances, a comparable position at the end of the leave, subject to any defense allowed under the law.

Notice. When possible, employees must provide 30 days' advance notice before taking leave for foreseeable event, such as the expected the birth of a child or a planned medical procedure. For unforeseeable events, employees should notify their employers, at least verbally, as soon as they learn of the need for the leave. Failing to provide notice is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

Certification. Employers may require certification from an employee's health care provider before allowing leave for pregnancy disability or for the employee's own serious health condition. Employers may also require certification from the health care provider of the employee's family member, including a designated person, who has a serious health condition, before granting leave to take care of that family member.

Want to learn more?

Visit: calcivilrights.ca.gov/family-medical-pregnancy-leave/

If you have been subjected to discrimination, harassment, or retaliation at work, or have been improperly denied protected leave, file a complaint with the Civil Rights Department (CRD).

TO FILE A COMPLAINT

Civil Rights Department
calcivilrights.ca.gov/complaintprocess

Toll Free: 800.884.1684 / TTY: 800.700.2320

California Relay Service (711)

Have a disability that requires a reasonable accommodation? CRD can assist you with your complaint.

LETTER OF AGREEMENT- PAID FAMILY LEAVE

SEIU – Fringe Benefits

Within 90 days of the Board of Supervisors' approval of this agreement, the parties agree to convene a Work Group to develop recommendations for the creation of a County Paid Family Leave program. The Work Group will make recommendations to the Chief Executive Officer for consideration.

The Work Group shall be comprised of no more than five representatives each from the County and the Union. The County's team will include at least one representative from CEO Benefits and Employee Relations Division and the Department of Human Resources.

This Letter of Agreement shall expire December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

SEIU LOCAL 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

DAVID GREEN
President

By 

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

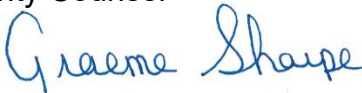
TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ANALYSIS

This ordinance amends Title 5 – Personnel of the Los Angeles County Code of Ordinances by:

- Amending Chapter 5.26 (The County of Los Angeles Savings Plan) to, effective January 2, 2026, expand eligibility to employees who are eligible for the Choices Plan and employees who are eligible for the Local 721 (Options) Cafeteria Plan, which employees include employees of the Los Angeles County Employees' Retirement Association (LACERA) and the Los Angeles Superior Court eligible for such Plans, without provision for an employer match;
- Amending Section 5.36.025 (Contribution to Health Insurance Coverage for Specified Employees) to revise the temporary/part-time employee subsidy rates for health insurance coverage for the SEIU Local 721 represented employees; and
- Amending Section 5.37.040.A (Nonelective Contributions) to revise the contribution rates of the SEIU's Local 721 (Options) Cafeteria Plan.

DAWYN R. HARRISON
County Counsel

By: 

GRAEME E. SHARPE
Senior Deputy County Counsel
Labor & Employment Division

Requested: 10/9/25
Revised: 10/16/25

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel of the Los Angeles County Code by expanding eligibility to the County’s 401(k) Savings Plan to employees who are eligible for the Choices Plan and employees who are eligible for the Local 721 (Options) Cafeteria Plan, without provision for an employer match, effective January 2, 2026; revising the temporary/part-time employee subsidy rates for the Local 721 represented employees; and revising the contribution rates of the Local 721 (Options) Cafeteria Plan.

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

SECTION 1. Section 5.26.020 - Definitions is hereby amended to read as follows, effective January 2, 2026:

5.26.020 Definitions.

The following terms when used herein with initial capital letters, unless the context clearly indicates otherwise, ~~shall~~will have the following respective meanings:

. . .

2. "Administrative Committee" means the following members: the Auditor-Controller, Chief Executive Officer of the County, County Counsel, Director of Personnel, and Treasurer and Tax Collector, ~~or their designated representatives~~ (collectively, "County Representatives"); and one member appointed by the Coalition of County Unions, AFL-CIO ("Coalition") and one member appointed by SEIU Local 721. The voting members for the Coalition and SEIU Local 721 may each designate one named alternate member who will serve as the voting member in the absence of the appointed member. The County Representatives may each designate two named

alternates either one of which will serve as the voting member in the absence of their respective County Representative.

. . .

7. "Beneficiary" means such person or persons as a Participant may designate to receive ~~his~~the interest of the Participant under the Plan after ~~his~~the death of the Participant. The designation may be made, and may be revoked or changed, only by a written instrument (in form acceptable to the Administrative Committee) signed by the Participant and filed with the Administrative Committee before ~~his~~the death of the Participant. Following the merger of the Deferred Earnings Plan into this Plan effective May 30, 2008, (1) if a Participant previously made a beneficiary designation only under the Deferred Earnings Plan, that beneficiary designation ~~shall~~will be the applicable beneficiary designation under this Plan unless or until changed or revoked by the Participant in accordance with the terms of this Plan; and (2) if a Participant has made a beneficiary designation under both the Deferred Earnings Plan and this Plan, the beneficiary designation made under this Plan ~~shall~~will govern unless or until charged or revoked by the Participant in accordance with the terms of this Plan. In the absence of a designation and at any other time when there is no existing Beneficiary designated by the Participant, ~~his~~the Beneficiary ~~shall~~will be ~~his~~the spouse of the Beneficiary, if living thirty (30) days after the date of ~~his~~the death of the Participant, or, if not, ~~his~~the children (by blood or adoption) of the Participant equally (with children of a deceased child to share equally the share of such deceased child). If a Beneficiary cannot be determined pursuant to the preceding sentence, the Beneficiary ~~shall~~will be the Participant's estate.

. . .

14. "Compensation Deferral Agreement" means an agreement pursuant to which an Employee agrees to reduce, or to forego an increase in, his Eligible Earnings and the County agrees to contribute to the Plan the amount of the reduction or the amount foregone as a Tax Deferred Contribution.

. . .

18. "Disability" means the complete and continuous inability and incapacity of the Participant to perform the duties of ~~his or her~~the position of the Participant with the County.

. . .

20. "Eligible Employee" means a full-time permanent Employee who is not a Leased Employee, is not in an Excluded Bargaining Unit and who is designated by the Los Angeles County Board of Supervisors as eligible to participate in the Plan. For purposes hereof, "full-time permanent" means any ~~employee~~Employee appointed to an "A," "L" or "N" item pursuant to Title 6 of the Los Angeles County Code, or any ~~employee~~Employee appointed to a "D" item pursuant to said Title 6 who is required to possess a California license to practice as a Registered Nurse. Notwithstanding the foregoing, beginning on January 2, 2026, Employees who are eligible to participate in the Choices Plan as defined in Section 5.33.020 or the Local 721 Cafeteria Plan as defined in Section 5.37.020 are Eligible Employees under this Section 5.26.020.20, and Participants as defined in Section 5.26.020.36, for purposes of Plan participation under Section 5.26.040 only and will not be eligible for Matching Contributions. For clarity and the avoidance of doubt, such Employees may enter into Compensation Deferral Agreements under Section 5.26.020.14, Salary Deduction Agreements under

Section 5.26.020.46, or Payroll Deduction Authorization Agreements under
Section 5.26.020.38 with the County but will not be eligible for Matching Contributions
as set forth in Part 4 of this Chapter. Only Eligible Participants as defined in Section
5.26.020.21 are eligible for Matching Contributions. Any ~~employee~~Employee who would
otherwise cease to be an Eligible Employee because of a change in employment
classification and/or entry into an Excluded Bargaining Unit ~~shall~~will remain an Eligible
Employee until the last day of the month following the month in which such change or
entry occurs or such later date as the Administrative Committee may provide; provided,
however, that the County and representatives of an Excluded Bargaining Unit may,
subject to approval by the Los Angeles County Board of Supervisors, agree that any
~~employee~~Employee who would otherwise cease to be an Eligible Employee because of
certification or accretion of the ~~employee~~Employee's employment classification into an
Excluded Bargaining Unit may continue as an Eligible Employee for such period as may
be established in such agreement. Effective as of September 1, 1994, Special Eligible
Employees ~~shall~~will be treated as if they are Eligible Employees until March 31, 2004,
for purposes of making Tax Deferred Contributions, but not for the purpose of having
any other County Contributions made on their behalf. An Employee who is not
otherwise eligible to participate in this Plan ~~shall~~will not become an Eligible Employee
solely by becoming an inactive Participant through the merger of the Deferred Earnings
Plan into this Plan.

21. "Eligible Participant" means an Eligible Employee except an Employee
who is eligible to participate in the Choices Plan as defined under 5.33.020 or the Local
721 Cafeteria Plan as defined under 5.37.020.

2422. "Eligible Rollover Distribution" means any distribution of all or part of the balance to the credit of the Participant in an "eligible retirement plan" as defined in Plan section 5.26.610A (including the Plan where applicable), other than (1) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually for the life (or life expectancy) of the Participant or beneficiary or the joint lives (or joint life expectancies) of such individual and his designated beneficiary, or for a specified period of ten (10) years or more; (2) any distribution to the extent such distribution is required by Code Section 401(a)(9); and (3) any distribution which is (a) a return of elective deferrals described in Section 1.415-6(b)(6)(iv) of the Treasury Regulations which is returned due to the limitations under Code Section 415, (b) a corrective distribution of excess contributions described in Section 1.401(k)-1(f)(4) of the Treasury Regulations, excess deferrals described in Section 1.402(g)-1(e)(3) of the Treasury Regulations or excess aggregate contributions described in Section 1.401(m)-1(e)(3) of the Treasury Regulations, together with the income allocable thereto, (c) a loan treated as a distribution under Code Section 72(p) and not excepted from such treatment under Code Section 72(p)(2), (d) a deemed distribution of a loan in default, (e) a dividend on employer securities described in Code Section 404(k), (f) the P.S. 58 cost of life insurance coverage, and (g) any other similar item designated by the Commissioner of Internal Revenue. For distributions made on or after January 1, 2000, an Eligible Rollover Distribution also does not include any distribution or withdrawal of Tax Deferred Contributions due to Hardship as provided in Section 5.26.300 and under Code Section 401(k). For distributions made on or after January 1, 2002, an Eligible Rollover Distribution also does not include any distribution or

withdrawal of Matching Contributions or Tax Deferred Contributions due to Hardship as provided in Section 5.26.300.

~~22~~23. "Employee" means any person who: (a) has been determined by the County (regardless of any determination made by any other person or entity) to be an employee of the County within the meaning of Code section 3401(c) for federal income and/or employment tax purposes; or (b) is a Leased Employee as defined in subsection 32 of this section and as provided in Section 5.26.055. If it is determined that an individual was erroneously categorized as not being an Employee, ~~he or she shall~~the individual will be treated as an Employee under the Plan only prospectively from the date of such determination. Effective January 1, 2009, solely to the extent required by Code section 414(u)(12), the term Employee ~~shall~~will include an individual receiving differential wage payments (within the meaning of Code section 414(u)(12)(D)) from the County.

~~23~~24. "Entry Date" means September 1, 1984, and the 1st day of the month or the 16th day of the month unless otherwise provided by the Administrative Committee.

~~24~~25. "Excluded Bargaining Unit" means an employee representation unit, unless the representative of such unit and the County agree that the Employees in such unit ~~shall~~will be covered hereunder.

~~25~~26. "415 Compensation" means wages, within the meaning of Code section 3401(a) (for purposes of income tax withholding) but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed, paid to an Employee by the County. Effective for years beginning on and after January 1, 1998, 415 Compensation

also includes any County contribution under a cash or deferred arrangement (including Tax Deferred Contributions) for the year, any County contributions to purchase an annuity contract under Code section 403(b) under a salary reduction agreement, any other elective deferral (as defined in Code section 402(g)(3)) and any amount which is contributed to a plan sponsored by the County at the election of the Employee and which is not includible in gross income under Code section 125 or Code section 457. For Limitation Years (as defined in Section 5.26.160) beginning on and after January 1, 2001, 415 Compensation paid or made available during such Limitation Years ~~shall~~will include elective amounts that are not includible in the gross income of the Employee by reason of Code section 132(f)(4). On or after January 1, 2003, 415 Compensation also includes any amount that is not available in cash to an Employee under the Choices, Options, Flexible Benefit Plans or Mega-Flex Plans (or a successor plan) because the Employee is unable to certify that the Employee has other health coverage. Except as provided in Part 4.5, 415 Compensation ~~shall~~will not include any Settlement Award (as defined in Part 4.5). In order to be taken into account as 415 Compensation, an item of compensation must be paid (or treated as paid) to the Participant prior to the Participant's Severance Date, provided, however, the following types of post-employment payments are included within 415 Compensation if they are paid by the later of 2½ months after the Participant's Severance Date or the end of the calendar year in which such Severance Date occurs: (i) payments that, absent a termination from employment, would have been paid to the Participant in the normal course of employment and are regular compensation for services during regular working hours or outside regular working hours (such as overtime or shift differential), bonuses or other

similar compensation; and (ii) Termination Pay. For these purposes, the "County" includes any entity the employees of which, together with ~~employees~~Employees of the County, are required to be treated as if they were employed by a single employer under Code section 414(b), (c), (m) or (o) (taking into account any adjustment made pursuant to Code section 415(h)), and any entity whose employees are treated as employees of the County under Code section 414(n). Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Officer when the human resources management system reflecting this provision is implemented, 415 Compensation ~~shall~~will not include Nonelective Contributions (as that term is defined in Los Angeles County Code Sections 5.27.020, 5.28.020, 5.33.020 or 5.37.020, as applicable) unless those Nonelective Contributions are received by the Participant as a cash benefit under the Choices, Options, Flexible Benefit or Mega-Flex Plans (in accordance with Los Angeles County Code Sections 5.27.050E, 5.28.050E, 5.33.050F or 5.37.050F, as applicable). For the avoidance of doubt, consistent with Code section 3401(h), effective January 1, 2009, 415 Compensation includes differential wage payments within the meaning of Code section 414(u)(12)(D).

~~26~~27. "Hardship" means hardship as determined in a uniform and nondiscriminatory manner by the Administrative Committee, taking into account wherever applicable the definition of such term by the Treasury Department in its regulations or other applicable guidance issued under Code Section 401(k), all on the basis of information supplied to the Administrative Committee by the Participant.

~~27~~28. "Horizons Plan" means the County of Los Angeles Deferred Compensation and Thrift Plan.

~~28~~29. "Investment Funds" means any Core Funds made available under the Plan. Such term also includes the Participant Loan Fund, and the Brokerage Cash Feature Fund and Brokerage Investments in which Participants invest through a Personal Brokerage Account Window, if such Personal Brokerage Account Window is authorized by the Administrative Committee.

~~29~~30. "Investment Manager" means the person(s) appointed by the Plan Administrator who, under such terms and conditions as the Plan Administrator may decide with respect to any Investment Fund, except the Brokerage Investments in which Participants invest through a Personal Brokerage Account Window, has the discretion to determine which assets in such Fund ~~shall~~will be sold (or exchanged) and what investments ~~shall~~will be acquired for such Fund. In the alternative, an organization which is employed by the County to provide administrative and investment services (by agreement with one or more investment providers) may be designated an Investment Manager.

~~30~~31. "Involuntary Early Severance" means a Participant's severance from County employment less than ninety (90) days after execution of a Payroll Deduction Authorization Agreement due to death, disability, layoff or other events that the County determines are beyond the control of the Participant.

~~31~~32. "LACERA" means, collectively, the Los Angeles County Employees' Retirement Association and the defined benefit retirement plan administered thereby.

~~32~~33. "Leased Employee" means any person (other than an Employee of the recipient) who, pursuant to an agreement between the recipient and any other person (leasing organization), has performed services for the recipient (or for the recipient and

related persons determined in accordance with Code Section 414(n)(6)) on a substantially full time basis for a period of at least one (1) year, and such services are performed under the primary direction or control by the recipient employer. A Leased Employee ~~shall~~will not be considered an Employee of the recipient if Leased Employees do not constitute more than twenty (20) percent of the recipient's non-highly compensated workforce and such Leased Employee is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least ten (10) percent of compensation as defined under Code Section 415(c)(3); (ii) immediate participation; and (iii) full and immediate vesting.

~~33~~34. "Matching Contributions" means contributions made by the County as specified in Section 5.26.110.

~~34~~35. "Matching Contributions Account" means an account to which the following are credited: (1) the Matching Contributions allocated to each Eligible Participant, (2) the funds transferred to the Plan from the Eligible Participant's matching contribution account under the Deferred Earnings Plan, if any, upon the merger of the Deferred Earnings Plan with this Plan, and (3) any earnings, investment gains or losses and applicable Plan expenses allocable to the foregoing.

~~35~~36. "Participant" means an Eligible Employee or a former Eligible Employee who has become and continues to be a Participant of the Plan in accordance with the provisions of Part 2 of this Chapter, or an Employee or former Employee who became an inactive Participant in accordance with Part 2 of this Chapter solely due to the merger of the Deferred Earnings Plan into this Plan.

~~36~~37. "Participant Loan Fund" means the Investment Fund provided for in Section 5.26.310.

~~37~~38. "Payroll Deduction Authorization Agreement" means the one-time, binding and irrevocable agreement by which an Eligible Employee elects to make a Termination Pay Contribution to the Plan, which satisfies the requirements specified in Section 5.26.175.

~~38~~39. "Personal Brokerage Account Window" means an arrangement under which a Participant contracts with the Broker to open a brokerage account through which a portion of ~~his or her~~the Investment Account may be invested in the Brokerage Cash Feature Fund and various Brokerage Investments. The Administrative Committee ~~shall~~will have authority to authorize or discontinue the Personal Brokerage Account Window at its discretion.

~~39~~40. "Plan" means the County of Los Angeles Savings Plan, the terms and provisions of which are herein set forth, as the same may be amended, supplemented or restated from time to time.

~~40~~41. "Plan Year" means a calendar year.

~~41~~42. "QDRO" means a "qualified domestic relations order," which is a domestic relations order that the Administrative Committee has determined satisfies the requirements of a qualified domestic relations order as defined in Code Section 414(p)(1) and is consistent with the terms of this Plan.

~~42~~43. "Qualified Plan" means an employee benefit plan that is qualified under Section 401(a) of the Code.

~~43.44.~~ "Rollover Contributions" means contributions received by the Plan pursuant to Section 5.26.610A.

~~44~~45. "Rollover Contributions Account" means an account to which the Rollover Contributions received on behalf of each Participant, and any earnings, investment gains or losses and applicable Plan expenses allocable thereto, are credited.

~~45~~46. "Salary Deduction Agreement" means an agreement pursuant to which an Employee agrees to have an amount deducted from his-Eligible Earnings, on an after-tax basis, and the County agrees to contribute to the Plan the amount deducted as an After-Tax Contribution.

~~46~~47. "Severance Date" means the date upon which an Eligible Employee or a Participant terminates employment with the County for any reason.

~~47~~48. "Special Eligible Employee" means each of the Employees designated by the Board of Supervisors of the County in the resolution enacting Ordinance No. 2008-0004, who until March 31, 2004, ~~shall~~will be treated as if ~~he or she is~~ an Eligible Employee for purposes of making Tax Deferred Contributions (but no other County Contributions), notwithstanding the Employee's change in employment classification to other than full-time permanent or entry into an Excluded Bargaining Unit.

~~48~~49. "Tax Deferred Contributions Account" means an account to which the following are credited: (1) the Tax Deferred Contributions and Catch-Up Contributions, subject to any action taken by the Administrative Committee under Section 5.26.190 to establish a separate account or subaccount for such Catch-Up Contributions, made for each Participant, (2) the funds transferred to the Plan from the Participant's tax deferred contribution account under the Deferred Earnings Plan, if any, upon the merger of the

Deferred Earnings Plan with this Plan, and (3) any earnings, investment gains or losses and applicable Plan expenses allocable to the foregoing.

~~49~~50. "Termination Pay" means amounts paid by the later of 2½ months after the Participant's Separation from Employment or the end of the calendar year in which the Participant's Separation from Employment occurs in redemption of accrued bona fide sick, vacation or other leave that otherwise would be paid in cash to the Participant under section 6.24.040A of the Los Angeles County Code, and which the Participant would have been able to use if employment had continued.

~~50~~51. "Termination Pay Contribution" means a contribution made by a Participant pursuant to a Payroll Deduction Authorization Agreement, as specified in Section 5.26.173.

~~54~~52. "Termination Pay Contribution Account" means an account to which the Termination Pay Contribution made for each Participant, and any earnings, investment gains or losses and applicable Plan expenses allocable thereto, is credited.

~~52~~53. "TPA" means a third-party administrator who has entered into a contract with the County to provide record-keeping or other administrative services for the Plan.

~~53~~54. "Trial Court Act" means the Trial Court Employment Protection and Governance Act, California Government Code Section 71600 et seq.

~~54~~55. "Trial Court Employee" means a "trial court employee," as defined under the Trial Court Act, who is an Eligible Employee.

~~55~~56. "Trial Court Entity" means each Los Angeles County Municipal Court, Los Angeles County Superior Court, and each unified, successor trial court entity

(or portion thereof) established in the County pursuant to California Government Code Section 70200 et seq.

~~56~~57. "Trust Agreement" means any agreement between the County and a Trustee as in effect from time to time.

~~57~~58. "Trustee" means any person that is a custodian or trustee and that is appointed by the Board of Supervisors of the County to hold and administer some or all of the assets of the Plan pursuant to Part 8 of this Chapter.

~~58-59~~. "Valuation Date" means the date with respect to which the value of the Plan assets or any portion thereof is determined. Unless otherwise determined by the Administrative Committee, a Valuation Date occurs each day.

~~59~~60. "Year of Service" means an Employee ~~shall~~will be credited with a Year of Service for each Plan Year (including the Plan Year commencing September 1, 1984, and ending December 31, 1984) in which ~~he~~the Employee is employed by the County and is a Participant in the Plan, the Deferred Earnings Plan or in the Horizons Plan.

SECTION 2. Section 5.26.110 is hereby amended to read as follows, effective January 2, 2026:

5.26.110 Amount of Matching Contributions.

A. Subject to the provisions of the Plan and the Trust Agreement, the County ~~shall~~will contribute to the Investment Funds on account each month an amount equal to four percent (4%) of each Eligible Participant's monthly Compensation provided that the year-to-date cumulative Matching Contributions do not exceed such Eligible Participant's year-to-date cumulative Tax Deferred Contributions. Effective beginning on and after April 1, 2010, or such later date, the reference to "month" in this

Section 5.26.110.A ~~shall~~will be deemed to be a reference to "payroll period" and the reference to "monthly Compensation" ~~shall~~will be deemed to be a reference to "Compensation for that payroll period." Effective April 1, 2010, or such later date as may be determined by the Chief Administrative Officer when the human resources management system reflecting this provision is implemented, notwithstanding the foregoing, no Matching Contribution will be made for a payroll period after the Eligible Participant's Severance Date for which ~~he~~the Eligible Participant has no Eligible Earnings.

SECTION 3. Section 5.26.130 is hereby amended to read as follows, effective January 2, 2026:

5.26.130 Allocation of Matching Contributions.

Matching Contributions ~~shall~~will be allocated and credited each month to the Matching Contributions Account of each Eligible Participant for whom Tax Deferred Contributions are made during such month, with each such Eligible Participant receiving a portion of the Matching Contributions equal to the amount calculated according to the provisions of Section 5.26.110. In the event that Matching Contributions are insufficient to provide each Eligible Participant with ~~his~~the fully allocated portion as provided in the preceding sentence, the Matching Contributions that are made ~~shall~~will be allocated proportionally to the Matching Contributions Account of each Eligible Participant in a manner consistent with such sentence. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Administrative Officer when the human resources management system reflecting this provision is implemented, each

reference to "month" in this Section 5.26.130 ~~shall~~will be deemed to be a reference to "payroll period."

SECTION 4. Section 5.36.025 is hereby amended to read as follows:

5.36.025 Contribution to Health Insurance Coverage for Specified Employees.

Pursuant to Article 1 (commencing with Section 53200) of Chapter 2, Part 1 of Division 2 of Title 5, of the California Government Code, the County will pay a monthly contribution to each group medical/hospital insurance plan administered by the County, or administered by an employee organization and approved by the County, for each eligible employee who elects to enroll in such plan.

A. The maximum monthly County contribution rates set forth in the table below ~~shall~~will apply with respect to:

...

2. Monthly permanent 3/4 time employees (designated as "Y" in Section 6.28.020 of this Code).

Maximum Monthly County Contribution—SEIU Local 721 Represented Employees			
Coverage	Effective 1-1-236	Effective 1-1-247	Effective 1-1-258
Employee	\$1,011.56 <u>1,142.20</u>	\$1,036.85 <u>1,233.58</u>	\$1,057.59 <u>1,332.27</u>
Employee plus one dependent	\$1,796.66 <u>2,028.68</u>	\$1,841.58 <u>2,190.97</u>	\$1,878.41 <u>2,366.25</u>
Employee plus two or more dependents	\$2,062.36 <u>2,328.70</u>	\$2,113.92 <u>2,515.00</u>	\$2,156.20 <u>2,716.20</u>

...

B. The maximum County contribution for Eligible Employees ~~shall~~will not exceed the amount specified in the memorandum of understanding with LACEA Local 721, SEIU.

The contribution provided for in this Chapter ~~shall~~will be made only on behalf of each employee who actually enrolls in such plan. Such contribution ~~shall~~will be made to only one such medical/hospital plan per employee, which contribution may be applied to the premiums paid for coverage of ~~that~~the employee and ~~his~~the dependents of the employee. No contribution ~~shall~~will be made on behalf of any employee if ~~he~~who has not been in a pay status at least one (1) day of the prior month.

SECTION 5. Section 5.37.040 is hereby amended to read as follows:

5.37.040 Contributions.

A. Nonelective Contributions.

1. Except as otherwise provided herein, for each month of the 202336 Plan Year (commencing with County pay warrants issued on or about January 15, 202336), the County ~~shall~~will contribute to the Plan on behalf of each Participant an amount equal to two hundred twenty eight dollars (\$228.00), unless (1) said Participant is entitled to One-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$1,078.58~~one thousand two hundred seventeen dollars and eighty six cents (\$1,217.86); or (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$1,967.94~~two thousand two hundred twenty two dollars and five cents (\$2,222.05); or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which

case, the County ~~shall~~will contribute an amount equal to ~~\$2,324.72~~two thousand six hundred twenty four dollars and ninety four cents (\$2,624.94).

2. Except as otherwise provided herein, for each month of the 20247 Plan Year (commencing with County pay warrants issued on or about January 15, 20247), the County ~~shall~~will contribute to the Plan on behalf of each Participant an amount equal to two hundred twenty eight dollars (\$228.00), unless (1) said Participant is entitled to One-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$1,105.54~~one thousand three hundred fifteen dollars and twenty nine cents (\$1,315.29); or (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$2,017.11~~two thousand three hundred ninety nine dollars and eighty one cents (\$2,399.81); or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$2,382.84~~two thousand eight hundred thirty four dollars and ninety four cents (\$2,834.94).

3. Except as otherwise provided herein, for each month of the 20258 Plan Year (commencing with County pay warrants issued on or about January 15, 20258), the County ~~shall~~will contribute to the Plan on behalf of each Participant an amount equal to two hundred twenty eight dollars (\$228.00), unless (1) said Participant is entitled to One-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$1,127.65~~one thousand four hundred twenty dollars and fifty one cents (\$1,420.51); or (2) said Participant is entitled to Two-Party Medical Insurance Coverage with respect to said month, in which

case, the County ~~shall~~will contribute an amount equal to ~~\$2,057.45~~two thousand five hundred ninety one dollars and seventy nine cents (\$2,591.79); or (3) said Participant is entitled to Three-Party Medical Insurance Coverage with respect to said month, in which case, the County ~~shall~~will contribute an amount equal to ~~\$2,430.50~~three thousand sixty one dollars and seventy four cents (\$3,061.74).

4. Beginning in January 2015, participants may decline coverage to enroll in an individual health insurance plan (including enrolling in health insurance coverage through a health care exchange); however, there will be no waiver contribution for participants who choose to decline coverage and enroll in an individual plan.

5. In addition to these monthly Nonelective Contributions, the County ~~shall~~will make two ad hoc Nonelective Contributions on behalf of each Participant in an amount equal to two hundred fifty dollars (\$250) on each of the March 28, 2014, and July 30, 2014 pay dates.

6. No Nonelective Contribution ~~shall~~will be contributed for any Participant ~~if he~~who has not been in a pay status for at least eight hours during the prior month. Nonelective Contributions ~~shall~~will be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed. Effective beginning on and after April 1, 2010, or such later date as may be determined by the Chief Executive Officer when the human resources management system reflecting this provision is implemented, an advance of approximately one-half the monthly Nonelective Contributions received as additional Eligible Earnings in accordance with Section 5.37.050F ~~shall~~will be reflected in County

payroll warrants issued on or about the thirtieth day of the month in which the requisite pay status was completed and the remainder of such additional Eligible Earnings ~~shall~~will be reflected in County payroll warrants issued on or about the fifteenth day of the month following the month in which the requisite pay status was completed.

B. Elective Contributions. Each Eligible Employee prior to commencing ~~his~~ participation in the Plan and each Participant prior to the beginning of a Plan Year may irrevocably elect to have an additional dollar amount contributed by the County during a Plan Year for each month that ~~he~~the Eligible Employee or Participant participates in the Plan as an Elective Contribution, not to exceed ~~his~~ Eligible Earnings for such month, and to have ~~his~~ Eligible Earnings reduced each month by an amount equal to such Elective Contribution; provided, however, that no Elective Contribution ~~shall~~will be contributed for any Participant ~~if he~~who has not been in a pay status for at least eight hours during the prior month. Such Elective Contributions on behalf of a Participant each month ~~shall~~will equal the amount necessary to fund the Taxable Benefits and/or Nontaxable Benefits chosen by such Participant pursuant to the election procedures set forth in Section 5.37.060, after first applying the Nonelective Contributions for such month to the cost of such Taxable Benefits and/or Nontaxable Benefits. In the event of contractual renegotiation, change in the method of finding, or substitution of a Taxable Benefit and/or Nontaxable Benefit during a Plan Year, the County, without prior notice to the Participants, may automatically adjust the Elective Contributions made for, and/or the Eligible Earnings paid to, Participants who have selected such Taxable Benefits and/or Nontaxable Benefits, in accordance with increases or decreases in the cost of the Taxable Benefits and/or Nontaxable Benefits. Effective beginning on and after

April 1, 2010, or such later date as may be determined by the Chief Administrative Officer when the human resources management system reflecting this provision is implemented, monthly Elective Contributions ~~shall~~will be apportioned over semi-monthly pay periods so that approximately one-half the monthly Elective Contributions ~~shall~~will be deducted from the Participant's Eligible Earnings as reflected in County payroll warrants issued on or about the thirtieth day of the month to which the Eligible Earnings relate and the remainder of the monthly Elective Contributions ~~shall~~will be deducted from the Participant's Eligible Earnings reflected in County payroll warrants issued on or about the fifteenth day of the following month.

SECTION 6. Pursuant to Government Code Section 25123(f), this ordinance will take effect immediately upon final passage, except that Sections 1, 2, and 3 will become effective and operative beginning January 2, 2026.

[526020TPCEO]