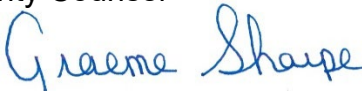


## ANALYSIS

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 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<br>1-1-23 <del>6</del>      | Effective<br>1-1-24 <del>7</del>      | Effective<br>1-1-25 <del>8</del>      |
| Employee                                                                 | <del>\$1,011.56</del> <u>1,142.20</u> | <del>\$1,036.85</del> <u>1,233.58</u> | <del>\$1,057.59</del> <u>1,332.27</u> |
| Employee plus one dependent                                              | <del>\$1,796.66</del> <u>2,028.68</u> | <del>\$1,841.58</del> <u>2,190.97</u> | <del>\$1,878.41</del> <u>2,366.25</u> |
| Employee plus two or more dependents                                     | <del>\$2,062.36</del> <u>2,328.70</u> | <del>\$2,113.92</del> <u>2,515.00</u> | <del>\$2,156.20</del> <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]