



**Coalition of County Unions**

*And*

*Your Benefits*

Coalition of County Unions  
And  
Your Benefits

Authored by

Bud Treece, CRC  
International Benefit Consulting Group®  
Chatsworth, California 91311  
2008

*All rights reserved. Printed in the United States of America.*

*No part of this book may be reproduced in any manner whatsoever without the expressed written permission of the Coalition of County Unions.*

# Table of Contents

Introduction .....	4
Mission Statement .....	5
History of the Coalition of County Unions .....	6
Coalition Membership .....	8
What Does the CCU Do? .....	10
How does it Work? .....	11
Summary of the BENEFITS of being a COUNTY EMPLOYEE .....	13
Define Benefit Retirement Plan .....	14
Long Term Disability and Survivor Benefit Plan (LTD) .....	16
Injury Leave.....	17
Choices Cafeteria Plan.....	18
Bilingual Pay.....	20
Pay Days .....	21
Sick Leave.....	22
Vacations .....	24
Bereavement Leave .....	26
Other Leaves of absence .....	27
Holidays .....	28
Deferred Compensation and Thrift Plan .....	29
Pension Savings Plan .....	31
Commuter Allowance .....	32
Paid Leave for Temporary Employees .....	33
Family Leave.....	34
Leave Donations .....	35
Reimbursement for Mileage used on County business .....	36
Employee Suggestion Awards (ESA) Program .....	37
Employee Rights.....	38

## **Introduction**

### **INTRODUCTION TO “COALITION OF COUNTY UNIONS – AND YOUR BENEFITS”.**

It is my privilege to introduce you to the Coalition of County Unions -- CCU, and your benefits package for the contract period 2007-2009.

In partnership with the other 9 County employee unions which comprise the CCU, your employee union helps strengthen our negotiations with county management and the resulting benefits package secured through those discussions.

With nearly three decades of experience with the CCU negotiating contracts with County management, I have seen the vast improvements in the benefits packages for County employees. Pooling our resources, the CCU member unions have continued our progress towards providing the very best fringe benefit packages for you and your family.

Some groundbreaking benefits negotiated by the Coalition include the Sick Leave Buy-Back Program, the "Choices" (Flexible Benefits) Plan, and the "Horizons" (Deferred Compensation employer contribution match) Plan. Each of these innovative programs have been improved and remains available to you as a L.A. County employee.

Your CCU member Union played a vital role in the many hard bargaining rounds with County management required to produce our current benefits package. On behalf of the CCU, and your CCU member union, I encourage you to carefully review the information in this booklet and take full advantage of these outstanding fringe benefits.

Sincerely,

Blaine Meek  
Chairman  
Coalition of County Unions

## **Mission Statement**

The Mission of the Coalition of County Unions is to

- Secure improved wages, benefits and conditions of employment for Los Angeles county employees while respecting the autonomy of and integrity of its member unions
- To provide a forum for the exchange of information with its member unions
- Extend to member unions moral and material aid when occasion arises
- To provide mutual aid in appearing before Local, State & Federal legislative bodies for the purpose of expanding and protecting benefits for county employees

## **History of the Coalition of County Unions**

The CCU began in 1970 for the purpose of uniting all certified bargaining representatives for collective strength in bargaining with the County of Los Angeles over “*Fringe Benefits*”.

This was the year that collective bargaining over Wages, Benefits, Hours, and Working conditions began in Los Angeles County under the new law called the Myers-Milias-Brown Act (MMBA). It was this new California legislation, passed in 1968, that gave employees of local government, namely city, county and special districts in California, the right to bargain collectively with their employer. Between the passage of MMBA and the start of collective bargaining in Los Angeles County, the county set up the Employee Relations Ordinance (ERO). The ERO governs collective bargaining in the county. The ordinance also set up the Employee Relations Commission (ERC). The ERC governs collective bargaining in the county (decides the proper bargaining units and conduct elections of employees in those bargaining units to set up the certified unit representative).

The CCU was not a “certified representative” under the County’s new Employee Relation Ordinance. However, all the member unions of the CCU were certified representatives of one or more of the newly created bargaining units set up by the Employee Relations Commission.

Since 1970, the CCU has bargained effectively for the fringe benefits enjoyed by all represented county employees.

What are fringe benefits? They are the benefits of county employment enjoyed by represented county employees regardless of job title, pay level, or what county department you work in. These benefits (for example retirement, vacations, sick leave) are in detail in the following pages of this booklet. These benefits are in addition to those benefits negotiated as part of your union’s “unit” contract with the county. To see the entire Fringe Benefit MOU, go to [www.coalitionofcountyunions.com](http://www.coalitionofcountyunions.com) and click on Fringe Benefit MOU.

In Los Angeles County there are two classes of employees:

- *Represented employees*, who are in bargaining units and whose Wages, Benefits, Hours and Conditions of employment are in a Memorandum of Understanding (MOU); and,
- *Nonrepresented employees*, who are in positions of management, not covered by an MOU, and do not have collective rights.

There are differences between the benefits enjoyed by represented employees and non-represented employees. Over the years, management of the county determined that non-represented employees should have different benefits than the represented employees. These non-represented benefits are the “perks” of being a county management employee.

## **Coalition Membership**

Rev 06.06.07

The CCU consist of labor unions or councils which are

- Certified to represent employees of the County of Los Angeles
- Affiliated with the Los Angeles County Federation of Labor
- Signatory to CCU Fringe Benefit MOU

The Coalition consist of the following 10 unions:

1. American Federation of State, County & Municipal Employees  
Council 36, AFL-CIO (AFSCME)
2. Association for Los Angeles Deputy Sheriffs, MEBA, AFL-CIO (ALADS)
3. California Association of Professional Employees, MEBA, AFL-CIO (CAPE)
4. International Union of Operating Engineers, Local 501, AFL-CIO (IUOE)
5. Joint Council of Interns and Residents, SEIU 8000, AFL-CIO (JCIR/CIR)
6. Los Angeles County Building & Construction Trades Council, AFL-CIO (BCTC)
7. Los Angeles County Firefighters, Local 1014, AFL-CIO
8. Los Angeles County Lifeguard Association, MEBA, AFL-CIO
9. Los Angeles County Police Officers Association (LACPOA)
10. Probation Officers, AFSCME, Local 685, AFL-CIO

The following is a listing of the bargaining units represented by CCU member unions:

1. 131 Appraisers Non Supervisory (CAPE)
2. 132 Supervisory Appraisers (CAPE)
3. 323 Interns and Residents (JCIR/CIR)\*
4. 401 Plant Operating Engineers (IUOE, LOCAL 501)\*
5. 411 Building Trades & Skilled Craftsmen (BCTC)\*
6. 412 Supervisory Building & Construction Trades and  
Operating Engineers (BCTC & IUOE)\*
7. 421 Automotive & Equipment Maintenance & Repair (AFSCME)\*
8. 501 Professional Engineers (CAPE)\*

9. 502 Supervising Professional Engineers (CAPE)
10. 511 Engineering Technicians (CAPE)\*
11. 512 Supervising Engineering Technicians (CAPE)
12. 601 Firefighters (LOCAL 1014)
13. 602 Supervisory Firefighters (LOCAL 1014)
14. 611 Peace Officers (ALADS)\*
15. 631 County Police (LACPOA)\*
16. 641 Beach Lifeguards (LIFEGUARD ASSOCIATION)
17. 642 Supervising Beach Lifeguards (LIFEGUARD ASSOCIATION)
18. 701 Deputy Probations Officers (AFSCME, LOCAL 685)\*
19. 721 Psychiatric Social Workers (AFSCME, LOCAL 2712)\*
20. 724 Supervisory Professional Social Workers (AFSCME, LOCAL 3511)\*
21. 821 Agricultural Inspectors (AFSCME, LOCAL 830)\*

**\*Agency Shop Bargaining Units**

## What Does the CCU Do?

The CCU's primary role is negotiation and maintenance of the Fringe Benefit MOU.

This means the CCU starts negotiations before the MOU expires and continues negotiations until there is an agreement with the county over a new (successor) MOU.

The CCU also works with the member unions to secure improved wages at the individual unit bargaining tables by setting up common benchmarks and sharing information. However, each member union negotiates their respective MOU's with the county.

The CCU also provides a forum at its regularly scheduled meetings for the exchange of information between its unions. Topics include the successful conclusion of issues about wages, hour and working conditions; and, an avenue to ask for help or suggestions on resolving other issues.

The CCU works together:

- On legislative bills to either protect or expand benefits for county employees and,
- To defend against initiatives at the state and local level designed to take-away benefits (most notably the attempt to take a way defined pension benefits).

Simply put, the CCU is the difference between an employment environment where the county does what it wants and takes away benefits at will and protecting the benefits of today from raid by the county.

## How does it Work?

The CCU executive officers elected by the member unions every two years (odd numbered years).

These officers are:

- Chair
- Vice Chair
- Secretary
- Treasurer

Voting in the CCU is 1 union, 1 vote.

The CCU has two standing committees:

- The *Employee Benefit Administrative Committee (EBAC)*. This committee, set up in 1999, is responsible for managing with the county, all Choices County sponsored benefit programs (medical, dental and life insurance plans). This means this committee negotiates with insurance carriers over plan premiums, plan benefits and decides on any change in insurance providers.
- The *Labor-Management Committee on Productivity Enhancement*. This committee, set up in the early 1980's as a subcommittee to the Productivity Commission (now Quality and Productivity Commission). The committee meets periodically with management in a non-negotiating environment to work on issues of productivity of the county and its employees.

Over time this committee's responsibilities grew to include

- Developing the first *Childcare Facility* on county property for the exclusive use by county employees. In fact, the CCU unions contributed funding for the materials and donated the labor to build the center.
- Management of the *Civic Center Commuting Plan*, which provides the commuting allowance for county employees working in the civic center, Van Pool program and other commuting programs and incentives;
- Setting up the *Employee Suggestion Award* program, where county employees receive awards for suggestions that either save the county dollars or avoid cost through increased productivity;
- Creating the *Wellness Fairs* which the committee sponsors four to five such fairs each year at various county offices. Over 80,000 county employees have attended these fairs since 1995. These fairs promote healthy habits and the screenings have revealed life-threatening circumstances for some employees.

- The oversight of the county Charitable Giving and Saving Bond programs.
- The Coalition sets up other committees as the need arises.

# Summary of the BENEFITS of being a COUNTY EMPLOYEE

*Disclaimer: This Summary of employee benefits is intended to highlight benefits negotiated for you by the Coalition of County Unions and is not intended as all inclusive nor in any way to change the terms of the Fringe Benefit MOU or of the county code. Any conflict with either of those documents is resolved in favor of the respective document.*

***Define Benefit Retirement Plan***  
**Article 5 of the CCU Fringe MOU**  
(County Code Chapter 5.20)

As a full-time permanent employee of the county of Los Angeles, you are also a member of the Los Angeles County Employees Association (LACERA) and take part in the finest defined benefit pension available to public employees.

A defined benefit plan guarantees a certain lifetime benefit when you retire based on:

- Your age when you retire
- Your years of service
- Your final compensation

There are three other benefits of county retirement:

- Your retirement plan has a cost-of-living provision (cola), which means each year LACERA will decide if a cola adjustment to your retirement allowance.
- You will have lifetime medical, dental and vision insurance for you and your eligible spouse and or domestic partner. After (10) years of county service, the county will pay 40% of the monthly premium, and for each added year of service, the county will pay a 4% of the premium. After 25 years of service, the county will pay 100% of the premium.
- A lump sum death benefit of \$5000.00.

If you worked for another public entity before your county employment, you may be eligible for reciprocal retirement benefits.

Participation in LACERA is compulsory for eligible employees. There are specific plans for general employees and safety employees of the county. Safety employees are deputy sheriffs, firefighters, lifeguards and investigators that work for the district attorney; general employees are all other classifications. For general employees you have a choice of a contributory plan (one that you contribute to each month by payroll deduction) and a noncontributory plan.

The Board of Retirement (BOR) governs LACERA. The BOR consist of nine people; three elected by employees, one elected by retirees and five appointed by the Board of Supervisors. The BOR decides retirement and health care benefits.

The LACERA Board of Investments (BOI) manages the assets of the fund. The BOI consist of nine people; three elected by employees, one elected by retirees and five appointed by the Board of Supervisors.

The BOR and the BOI are not the same nine individuals.

To learn more about whom the Board members are and to read their bios, go to [www.lacera.com](http://www.lacera.com).

After reading this section you may want to know more about your retirement and will probably have questions about retirement benefits. Please go to [www.lacera.com](http://www.lacera.com) for answers to all your questions. You will find the LACERA web site is user-friendly and comprehensive.

## ***Long Term Disability and Survivor Benefit Plan (LTD)*** **Article 6 of the CCU Fringe MOU**

(County Code Chapter 5.38)

The LTD plan covers employees who are general members of LACERA and become disabled because of injury or disease. General members do not include safety members.

The basic monthly benefit payable is 60% of your basic monthly compensation, minus any offsets for other income benefits. There is a cost-of-living adjustment after completion of 24 months of eligibility of not more than 2%.

There is a six-month "Qualifying period". This means that you must be absent from work for six continuous months because of the injury or disease that caused your total disability before you qualify for LTD income.

To be eligible for LTD benefits, you are unable to perform the duties of your position with the county for the qualifying period and during the following 24-month. After 24 consecutive months of eligibility for benefit payments, you would be eligible for additional benefits if you are "totally disabled" as defined by the Social Security Act.

An added benefit of this Plan is "LTD Health Insurance". Employees eligible to take part in the CCU Choices plan may elect "LTD Health Insurance". This plan pays 75% of the monthly premium for health insurance during the same time you are receiving the basic disability benefit. You pay the remaining 25%.

## ***Injury Leave***

### **Article 7 of the CCU Fringe MOU**

(County Code Section 6.20.070)

This benefit provides injury leave pay of up to 70% of your pay for injuries incurred during county employment. This benefit payment period continues for up to one year from the date of injury, or the length of your employment, whichever is less

This benefit also applies to daily recurrent Ocean Lifeguards and hourly recurrent Lake Lifeguards.

Excluded from this benefit are safety members covered under section 4850 of the Labor Code.

## **Choices Cafeteria Plan**

### **Article 12 of the CCU Fringe MOU**

(Choices - County Code Chapter 5.33)

(Choices Dependent Care FSA – Chapter 5.34)

(Choices Health Care FSA – Chapter 5.35)

In 1989, the CCU was the first to negotiate a cafeteria plan, the Choices Plan, when no other county employees had the benefit of a cafeteria plan.

The purpose of Choices is to allow you to choose among the various benefits that best meet your needs, and to choose to the maximum extent allowed by law, between taxable and non-taxable compensation.

This Plan runs on a “Plan Year” which consists of a twelve-month period, January through December of each year, under Section 125 of the Internal Revenue Code.

As an employee in a bargaining unit represented by a CCU member union, you are eligible to take part in the Choices Plan.

Here’s how it works:

>You get a monthly Choices dollar allowance to buy benefits for you and your family on a before-tax basis.

>If you spend less than your monthly allowance on benefits, the rest of your allowance is added to your paycheck as taxable pay.

>If your benefits cost more than your monthly allowance, the amount over your allowance is deducted from your paycheck before taxes.

Choices saves you money!

What are the benefits available through Choices? Under Choices you may buy the following on a before-tax basis, meaning you are buying benefits with money that has not been taxed:

1. Health Insurance: You may choose between Union sponsored plans and County sponsored plans; between HMO and PPO plans.
2. Dental Insurance. You may choose between PPO & HMO style dentals.
3. Optional Group Term Life, up to \$50,000 on tax-free basis.
4. Accidental death and dismemberment (AD&D) insurance.
5. LTD Health insurance protection (non-safety employee)
6. Health Care Flexible Spending Account (HCFSA), which allows you to pay for certain health care needs with tax-free dollars.
7. Dependent Care Flexible Spending Account (DCFSA), which allows you to pay for certain dependent care needs with tax-free dollars. There is a negotiated county contribution into this account for dependent care of

elder care. The monthly dollar amount depends on your monthly income and is subject to change during fringe benefit negotiations. You will find the current amounts in the Choices enrollment material.

If the total monthly premiums for these benefits exceed the monthly County Choices contribution, you may pay the excess premium cost with a salary reduction each month.

There is an annual Open Enrollment period each year. During this time you may change plans and make any changes in coverage for you or an eligible dependent. Once the Plan Year begins, you may only make such changes if a life-changing event occurs.

For those that have benefit coverage with a spouse or other employment, you may “waive” coverage and receive as taxable pay the “waiver” allowance.

Enrollment in Choices is by a web based or telephone enrollment system.

Have questions about Choices? Call the benefits Hotline at (213) 388-9982, 9:00am until 4:00pm, Monday through Friday.

For complete details of your rights and Choices benefits, log onto <http://dhr.lacounty.info/>, click on Employee Benefits, then Flexible Benefits, then Choices Plan.

## ***Bilingual Pay***

### **Article 10 of the CCU Fringe MOU**

(County Code section 6.10.140)

County employees, other than anyone employed in positions of Interpreters, Translators or Child Placement Coordinator, may receive Bilingual Pay of \$50.00 each pay period (\$100 a month).

You get this benefit if:

1. your specific assignment requires a fluency in both English and at least one foreign language; and,
2. knowledge of and sensitivity toward the culture and needs of the foreign language group clientele to which the department is providing service.

## ***Pay Days***

### **Article 11 of the CCU Fringe MOU**

When is payday is a confusing question.

Article 11 of the CCU Fringe Benefit MOU defines paydays. Payroll warrants (referred to as a hard check), for base pay plus any bonus or overtime are issued once a month, on the 15<sup>th</sup> of the month, for work in the previous month. If the 15<sup>th</sup> falls on a Saturday, Sunday or holiday, payday is the preceding workday.

If you choose direct deposit into your checking or savings account at a bank, savings and loan or credit union, you will be paid twice a month. Deposit of essentially one half your monthly pay will be deposited into you account on the 15<sup>th</sup> and 30<sup>th</sup> of each month. The 30<sup>th</sup> payday is an Earned Salary Advance (ESA) against your estimated month earnings that is paid on the 15<sup>th</sup> of the month.

## **Sick Leave**

### **Article 12 of the CCU Fringe MOU**

(County Code Chapter 6.20)

As a county employee you have fully paid and part paid sick leave benefits.

You earn sick leave at the rate of 0.050 of an hour (0.075 of an hour for a 56-hour shift) for each hour of service during a pay period (80 hours) up to the maximum for your years of service.

For a 40-hour week:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Hours</u>
0 – 1	.050	80
More than 1 to 4	.050	88
More than 4	.050	96

For a 56-hour week:

0 –1	.075	120
More than 1 to 4	.075	132
More than 4	.075	144

If you are a daily recurrent Ocean Lifeguard, Lake Lifeguard or Senior Lake Lifeguard, you earn sick leave at the rate of one 8-hour day for each 22 days of cumulative active service.

You may use sick leave earned in a pay period the 1<sup>st</sup> day of the following pay period.

You may also use “part pay” sick leave after six months of continuous county service and after you have exhausted all full pay sick leave. Part pay sick leave may not be used for non-emergency medical or dental care and is not cumulative. Refer to table A, section 6.20.40 of the county code (<http://ordlink.com/codes/lacounty/index.htm>), for the number of hours of 65% and 50% sick leave accumulation based on years of continuous county service.

You may use up to 96 working hours (up to 144 for 56 hour a week employees) a year of sick leave for personal reasons other than sick leave because of illness or injury.

You may elect pay for (buy back) 3 days of unused sick time each six months if you have not used any sick time for any reason during the six months. The rate of pay will be your pay in effect at the end of the sixth month. The six-month periods are January through June and July through December of each calendar year. Example: If you do not use any sick time between January 1 and June

30<sup>th</sup> of a given year, you may elect pay for 3 sick leave days. You may exercise this choice each six months that you qualify for the buy back. You may find that your Unit MOU allows for the buy back of added days.

Full time employees terminating county employment with 5 or more years of continuous service are paid for all accumulated sick leave on the books, up to a maximum of 720 hours, at his or her rate of pay at termination.

## ***Vacations***

### **Article 15 of the Fringe Benefit MOU**

(County Code Chapter 6.18)

Each full-time employee covered by this MOU accrues vacation benefits on a pay-period basis.

Your rate of accrual will change based on your "Vacation Anniversary Date". If you were hired by the 15<sup>th</sup> of a month, your Vacation Anniversary Date is the 1<sup>st</sup> of the month. If you were hired on or after the 16<sup>th</sup> of the month, your Vacation Anniversary Date is the 1<sup>st</sup> of following month.

At the beginning of each pay-period, you will accrue vacation leave hours based on the hours you worked in a pay-period and your rate of accrual, up to the maximum hours limit for each calendar year. The table below shows the accrual rates, based on the number of work hours per month.

You may keep 40 days of deferred vacation time on the books at any one time, or 30 shifts (720 hours) for firefighters on a 56-hour week. You may also accumulate added vacation time more than the above for no more than one extra year. After year-end, time over 40 days, or 30 shifts (720 hours) for firefighter on a 56-week, will be paid off in cash at your rate of pay then.

When you leave county service, all accumulated vacation time on the books will be paid off in cash at your rate of pay on your final day with the county.

You will not be charged a vacation day if a holiday falls within your vacation time.

#### **Vacation Accrual Rates**

Vacation Accrual Rate for 40-hour Employees		
<u>Years of service</u>	<u>Accrual Rate</u>	<u>Maximum Hours</u>
Less than 4	.041	80
4 to less than 9	.060	120
9	.064	128
10	.068	136
11	.072	144
12	.076	152
13 or more	.080	160

Vacation Accrual Rate for Probation 56-hour Employees

Less than 4	.057	112
4 to less than 9	.084	168
9 - 10	.096	192
11 - 13	.108	216
13 or more	.112	224

Vacation Accrual Rate for Fire Department 56-Hour Employees

Less than 4	.075	144
4 to less than 9	.097	192
10-11	.111	216
12 or more	.122	240

## ***Bereavement Leave***

### **Article 16 of the Fringe Benefit MOU**

(County Code Chapter 6.20.080)

If you are a full-time employee and you are absent from work because of the death of any of the following, you are entitled to a paid leave of absence:

- Your father, mother, stepfather, stepmother, father-in-law, mother-in-law
- Brother, sister, husband, wife, child, stepchild,
- Grandfather, grandmother, grandchild or domestic partner

The paid bereavement leave depends on the number of hours you work in a week:

- 40-hour a week employees get up to 3 days bereavement leave
- 56-hour a week employees in the probation department get up to 36 working hours
- Other 56-hour a week employees get up to 33 working hours of leave

If you have to travel 500 or more miles one-way, you are eligible to take 2 added days of paid bereavement leave.

## ***Other Leaves of absence***

(County Code Chapter 6.20.080)

**Civic Service examinations:** You may be absence from work with pay to take a civic service examination for the County or any public entity of which the Board of Supervisors is the governing body.

**Military Leave:** Paid leave for military duty is in accordance with applicable provisions of law. There may be certain military crisis when the Board of Supervisors passes special rules to make an employee whole while serving during the crisis.

**Jury Duty:** If you serve on a jury, you will be paid your regular rate of pay for the period of your jury service. Any fees you receive for jury service must be given to the county. During your jury service you are assigned to a 40-workweek, Monday through Friday and to the day shift.

**Witness Leave:** If you are subpoenaed to be a witness in a court, agency or commission, except as an expert witness, you will be paid your regular pay for such time. You must give the County any Witness Fee you receive for your appearance.

## ***Holidays***

### **Article 17 of the Fringe Benefit MOU**

(County Code Chapter 6.12.040)

There are 11 County paid holidays, which are:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus 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

If January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup>, December 25<sup>th</sup> falls on a Saturday, the preceding Friday is a holiday. If any of these days fall on a Sunday, the following Monday is the holiday.

If you work on a named holiday, you will accrue a day to take off later at a time chosen by you. Holiday time not taken after 2 years from the date of the holiday may be paid at your current rate of pay, at the choice of management. Employees on a 40-hour week will accrue 8 hours of holiday time if they work on a holiday, and employees of a 56-hour will accrue 12 hours for each holiday worked.

## ***Deferred Compensation and Thrift Plan*** **Article 18 of the Fringe Benefit MOU**

(County Code Chapter 5.25)

This Plan is most commonly referred to as the HORIZONS Plan.

Besides your Defined Benefit plan managed through LACERA, most full-time employees also have the opportunity to elect to take part in the Horizons plan. "Eligible employee" means a full-time permanent employee who is a member of LACERA and covered by the terms of the Fringe Benefit MOU.

The Horizons plan is intended to meet the requirements for a deferred compensation plan under Internal Revenue Code (IRS) Code Section 457.eligible

The purpose of this Plan is to provide a way for eligible employees to defer a portion of your compensation to provide you and your family supplemental retirement and death benefits.

***The best news is – taking part in Horizons is the easiest way to get free \$\$\$\$ from the County – get it tax deferred !!!!.***

What does that mean? When you put your money into Horizons, the County will also put its money in as well. How does this happen? It's called a "matching contribution". For every dollar or percent of your pay that you defer to your Horizons account, the County will "match" your contribution 100% of what you put in up to 4% of your pay. So, if you put in let's say \$1600 a year (assuming this amount is 4% or less of your yearly gross salary), the county will match that amount and put in \$1600, making you total account contribution \$3200 for the year. There is a dollar amount maximum (cap) the County will spend on the match each year, which is part of the Fringe Benefit MOU.

All the money you put in is fully vested from day one. The matching money the County puts in is vested at the rate of 10% a year for the first 4 years and 100% vested after 5 years.

The maximum amount you can contribute each year is subject to change. For the latest contribution limits and to see what investment choices you have, go to [www.countyla.com](http://www.countyla.com).

Besides getting free money from the county, what you contribute to your account is before tax money, meaning you will not pay income tax on that money in the year you make your contribution. The money going in, AND the earnings on your

account, grow tax-free for the life of your account. You will not pay income tax on the money until you take it out.

You can elect to take part in Horizons at anytime. To do so, simply contact the Plan at 800-947-0845 to request the enrollment material. There are enrollment meetings held throughout the county and you may wish to attend one of the meetings and speak to an enroller about the various aspects of the Plan. Great-West Retirement Services (GWRS) administers the Horizons plan. You can also go to their office and get counsel and enroll there. To get the details of GWRS office hours, how to make an appointment and who to see, go to their web site at [www.countyla.com](http://www.countyla.com).

The Horizons plan is not a rainy day savings fund to use at anytime to pay bills or buy items for you or your family. Instead, Horizons is simply a way to have extra retirement income when the time comes. Payouts, commonly called distributions, are only available when you leave county service or under unusual circumstances. To find out more about how to take money out of the Plan, go to [www.countyla.com](http://www.countyla.com) or read the County Code provision for details. Distribution rules are found in Chapter 5.25, Section 080, of the County Code.

The Horizons plan is governed by the Plan Administrative Committee (PAC) comprised of 4 members selected by county unions, a member of the public with investment and or banking credentials, the county's CEO, Treasurer & Tax Collector, Auditor-Controller, and County Counsel. This Committee selects the investment choices and the various vendors associated with the Plan.

For those who are able to participate in Horizons, this is a great deal.

## ***Pension Savings Plan***

### **Article 34 of the Fringe Benefit MOU**

(County Code Chapter 5.19)

The Pension Savings Plan (PSP) is a retirement plan for temporary and part time County employees who are not eligible to take part in LACERA. The PSP is intended as a benefit enhancement for employees instead of Social Security.

The County contributes 3% of pay into the Plan and the employee is required to contribute a minimum of 4.5% of their pay. All amounts contributed by an employee and the County is a 100% vested at all times.

The PSP is governed by the same Plan Administrative Committee as the Horizons Plan and for the most part, the same rules apply.

## ***Commuter Allowance***

### **Article 27 of the Fringe Benefit MOU**

(County Code Chapter 5.42)

If you are a fulltime permanent County employee assigned to work in the “Civic Center”, you receive a “Traffic Mitigation Allowance” of \$70.00 a month. If you work and park in the civic center, your Allowance will pay for your parking in a County lot. This Allowance is not paid to mileage permittees or employees who do not work the day shift. Day shift is defined as starting work after 6:00am and before 2:00pm. Non day shift employees in the civic center park for free.

The “Civic Center” means the area bounded by Fremont Ave, 1<sup>st</sup> Street, Spring Street, and the 101 Freeway.

If you work in the civic center and do not have to pay to park, the \$70.00 will added to your monthly pay.

Parking fees in the civic center are:

- Parking lots 18, 29, 10, 17 20A Reserve spaces = \$155 a month + the Allowance
- Parking lots 10, 12, 17, 18 Upper & Lower, 20, 20A and 29 = \$50 a month plus the Allowance
- Parking lots 13, 15, and 21 = \$20 a month + the Allowance
- Outlying lots (45 or 58) = no charge over the Allowance. Employees who park in these lots have available free shuttle service to and from those lots to the civic center.

## ***Paid Leave for Temporary Employees***

### **Article 28 of the Fringe Benefit MOU**

(County Code Chapter 6.12.060)

Certain temporary and recurrent employees receive paid leave time. Employees eligible for this benefit are appointed as an hourly as-needed item “F” or an hourly recurrent item “H”. If you are an “F” or “H” designated employee you can earn up to 24 hours of paid leave a year, based on the number hours you work in a year:

<u>Days Worked</u>	<u>Hours of paid leave</u>
60	8
100	16
140	24

This leave time will be credited to you on January 1<sup>st</sup> following the year it was earned. It is a use it or lose it proposition – if you do not use this time, it does not roll over to the next year.

## ***Family Leave***

### **Article 29 of the Fringe Benefit MOU**

Employees covered by the CCU Fringe Benefit MOU have the benefit of the State Family Rights Act of 1991 and the Federal Family and Medical Act of 1993. A domestic partner and their children may qualify an employee as eligible for these benefits.

## ***Leave Donations***

### **Article 30 of the Fringe Benefit MOU**

This benefit allows employees to give their accrued leave time to another employee who has suffered a serious or catastrophic injury or illness, or who are absent from work because of an emergency declared by the Board of Supervisors.

Here's how it works. An employee may transfer a portion of their full pay sick and or vacation hours to another employee who has suffered an event described above, under the following conditions:

- The employee receiving the donated time must have, or will foreseeably exhaust all earned leave hours, and is facing the loss of salary and benefits.
- The transfers are voluntary and have to be in 1 hour increments.
- Only the portion of full pay sick leave over 160 hours may be transferred.
- Transfers in the event of an emergency are limited to current and deferred vacation time.
- Transfers are allowed between employees working in different departments.
- Transfers are irrevocable except in the event of the receiving employees death. Any remaining 100% sick leave will be returned to the donor(s) on a "last in first out basis".

Transfers of sick time will not keep you from your right to cash out sick time as described in Article 12, Section 2 of the CCU Fringe Benefit MOU.

***Reimbursement for Mileage used on County business***  
**Article 21 of the Fringe Benefit MOU**

(County Code Chapter 5.40)

Even though being paid for the cost of using your private vehicle on county business is not a benefit of employment, the reimbursement procedure is included in the CCU Fringe Benefit MOU.

Employees that are required to use their own vehicle for county business are called "Mileage Permittees". The county will reimburse you for the use of your car on a per mile basis for miles driven on county business each month. The reimbursement rate may be adjusted by the cents per mile to coincide with the rate fixed by the Internal Revenues Service (IRS Rate) minus cost of County insurance programs. As a point of reference; the rate on July 1, 2006 was \$0.41 per mile.

## ***Employee Suggestion Awards (ESA) Program***

(County Code Chapter 5.60)

The ESA Program rewards county employees with cash, United States Savings Bonds or merchandise awards for suggestions that reduce, eliminate or avoid spending of public money; result in increased revenues; or, result in measurably improved efficiency in a county operation.

The Labor-Management Advisory Committee on Productivity Enhancement governs this Program.

## **Employee Rights**

Your rights as an employee of the County of Los Angeles are in provisions of Federal and State laws, court decisions, and the Los Angeles County Code.

Basic of these rights is the Right to be free of any Discrimination and the Right to Representation by a person of your choice when questioned by a departmental representative. This means either orally or in writing, for any matter that you reasonably believe might lead to discipline. You have the right to confer with, or have present, a representative of your choice if:

- You are asked questions about an incident, or
- You are asked to write something about an incident,
- Either of which you reasonably believe might lead to discipline, before responding orally or in a written form.

You should check your Unit MOU for other specific rights including your negotiated grievance procedure.

Article 1. NON-DISCRIMINATION addressed in your Fringe Benefit MOU provides a contract right against discrimination on the following factors: “The terms of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, sexual orientation, age, union affiliation, national origin, political or religious opinions or affiliations, handicap status, or other factors not directly related to the successful performance of the job.”

You can appeal an act of unlawful discrimination pursuant to the County’s Civil Service Rules to the Civil Service Commission:

Appendix 1 to Title 5 of the County Code states in Rule 25:

A. No person in the classified service or seeking admission thereto shall be appointed, reduced or removed, or in any way favored or discriminated against in employment or opportunity for employment because of race, color, religion, sex, physical handicap, medical condition, marital status, age, national origin or citizenship, ancestry, political opinions or affiliations, organizational membership or affiliation, or other non-merit factors, any of which are not substantially related to successful performance of the duties of the position. “Non-merit factors” are those factors that relate exclusively to a personal or social characteristic or trait and are not substantially related to successful performance of the duties of the position. Any person who appeals alleging discrimination based on a non-merit factor must name the specific non-merit factor(s) on which discrimination is alleged to be based. No hearing shall be granted nor evidence heard relative to discrimination based on unspecified non-merit factors.

B. Nothing in this Rule shall preclude appropriate action by an appointing power when membership in, or affiliation with, an organization may cause a conflict of interest relative to the duties of a position. (Ord. 88-0020 § 1 (part), 1988: amended by Board Order No. 80 (part), 9/1/87.)

25.02 Employment standards. No standard for employment shall be applied which will have an adverse effect against members of minority groups as defined in the county's affirmative action policy, women, or the handicapped unless it is substantially related to successful performance of the duties of the position. Persons adversely affected by the application of such standards may appeal to the Civil Service Commission under provisions of Rule 4. (Ord. 88-0020 § 1 (part), 1988.)

Los Angeles County Code, Section 5.04.070 Employee rights, provides: "Employees of the county shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees of the county also shall have the right to refuse to join, or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the county. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights." (Ord. 9646 § 4, 1968.)

If you believe your Rights have been violated, you may file a grievance through your negotiated Grievance Procedure. A definition of a grievance in the Los Angeles County Code, Section 5.04.230, as:

A. A grievance is any dispute concerning the interpretation or application of this chapter, or of a written agreement between the county and a certified employee organization, or of rules or regulations governing personnel practices or working conditions. A dispute over the terms of an initial or renewed collective agreement does not constitute a grievance.