TRINDEL INSURANCE FUND
RESOLUTION NO. 14-08~~07-07~~
IN THE MATTER OF ESTABLISHING THE TRINDEL INSURANCE FUND
~~EMPLOYEE BENEFITS~~MANAGEMENT EMPLOYEE BENEFITS

~~WHEREAS, there is currently no Trindel Insurance Fund (FUND) Personnel Policy and all prior benefits and policies have been through contracts, and~~ WHEREAS, Trindel Insurance Fund (FUND) wishes update and replace Resolution 07-07, and

WHEREAS, Trindel Insurance Fund (FUND) wishes to establish a formal Policy to govern benefits provided its management employees.

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the Trindel Insurance Fund hereby adopts the following as the full and complete benefits provided to "at-will" FLSA exempt employees.

Section 1.0 CalPERS – The ~~FUND shall pay the employees share of the CalPERS cost up to eight percent (8%), effective with the first payment to CalPERS. Effective upon CalPERS enrollment, Social Security contributions shall no longer be provided by the FUND~~ employees' shall be responsible for the employee share of the contribution amount up to 8% of salary.

Section 1.10 ~~Beginning July 1, 2008 the FUND shall commence reporting the value of employer paid contribution as compensation pursuant to Government Code Section 20636(c)(4) for purposes of calculating retirement benefits.~~ Social Security contribution will not be provided by the FUND.

Section 1.20 The FUND will pay on behalf of the employees the cost of survivor benefits to CalPERS up to ten dollars ($10.00) per month. (PERS Section 21574)

Section 2.0 HEALTH INSURANCE: The FUND shall provide on behalf of employees an amount not to exceed five-hundred dollars ($500) per month for the combined cost of Health, Vision, and Dental insurance purchased through the FUND.

Section 2.10 Employees will be given the opportunity to decline insurance based upon proof of other group insurance from another source and receive one half of the maximum FUND contribution as specified in Section 2.0 above. For purposes of this provision, insurance is to be considered bundled as in Section 2.0.

Section 3.0 VACATION: Vacation allowance will be 13.333 hours per month to accrue at the end of each month. Vacation time may be accumulated to a maximum of thirty (30) days as of June 30 of each year. In other words only 30 days of vacation may be carried over and be available as of July 1 of each year. Upon termination, accrued vacation leave will be paid at the then in effect rate of pay. Vacation can only be used with the prior approval. Vacation time shall be used in full day increments.

Section 4.0 SICK LEAVE: Sick leave will be earned at the rate of eight hours per month, with unlimited accumulation. Upon separation from the FUND the employee may apply unused sick leave towards CalPERS (in accordance with PERS law) or sick leave may be paid, 10% of the current rate of pay for the first 480 hours, 25% of the current rate of pay for the 481 to 720 hours, and 50% of the current rate of pay of everything over 720

hours. Current rate of pay shall be defined as the compensation/salary rate at the time of separation.

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Section 5.0 ADMINISTRATIVE LEAVE: January 1st of each year, employees shall be credited with 10 days of Administrative Leave per calendar year, and this benefit is non-cumulative. Administrative leave shall be used in full day increments. This benefit is non-compensable upon separation from the FUND. Administrative Leave shall be prorated based upon date of hire for new employees for the first year of employment.

Section 6.0 LIFE INSURANCE: The FUND shall provide $25,000 of life insurance for the employee. The beneficiary shall be named by the employee.

Section 7.0 SEVERANCE PACKAGE: ~~Upon approval of the Executive Committee of the FUND, in the event of severance initiated by the FUND due to the performance of an unlawful act or breach of contract by the employee there shall be no severance pay. In the event of severance initiated by FUND due to reasons other than the performance of an unlawful act or breach of contract by the employee, the FUND shall give three (3) months salary from the date of separation. Any annual and accumulated vacation and sick leave payment, pursuant to the above sections, shall be included in the severance pay.~~ Severance shall be set forth in an individual and separate contract subject to negotiation between the Employee and the FUND.

~~**Section 7.10** Employees hired prior to July 1, 2007 shall be receive the severance package in their original contracts; providing six (6) months salary from the date of separation. All other provisions of this Resolution shall apply~~.

Section 8.0 COMPENSATION: ~~Compensation shall be set forth in an individual and separate contact subject to negotiation between the Employee and the FUND.~~ Compensation shall be set forth by a range given for each position established by the FUND unless defined is an individual contract between the Fund and employee.

Adopted by the Board of Directors of the Trindel Insurance Fund on the ~~27th~~ day of ~~June, 2007~~September, 2014, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

TRINDEL INSURANCE FUND

ATTEST:

_____
~~Van Maddox~~Chester Robertson, Vice President

_____

~~David Nelson~~Van Maddox, Secretary

~~Resolution#07-07 employee benefits.doc~~