

WEBB COUNTY

VOLUNTARY SEPARATION INCENTIVE PLAN AGREEMENT

This Voluntary Separation Incentive Plan Agreement ("Agreement") is between WEBB COUNTY and _____ ("Eligible Employee"). For and in consideration of the mutual promises and covenants expressed herein:

1. Effective on or before September 30, 2022, I as an Eligible Employee am voluntarily requesting separation/retirement and shall separate as an employee from WEBB COUNTY.
2. In consideration of Eligible Employee's voluntary decision to separate/retire from Webb County, which is further evidenced by the release included and incorporated into this Agreement in paragraph 5 herein, WEBB COUNTY shall make the Voluntary Separation Incentive payment provided that the Eligible Employee:
 - a. has worked for Webb County for a minimum of 8 years to qualify under the Webb County Voluntary Separation Plan, and
 - b. provides a completed signed Voluntary Separation Incentive Program Application Form, and
 - c. provides a completed signed Voluntary Separation Incentive Plan Agreement, and
 - d. provides written confirmation of Opting-Out (Opt-Out) of medical insurance and benefits provided by Webb County to the Eligible Employee, Eligible Employee's spouse, and/or Eligible Employee's dependent(s) enrolled under Eligible Employee's County medical insurance, and
 - e. Eligible Employee Opt-Out of any coverage provided under their spouses Webb County insurance if any. Eligible Employee's spouse, who is working for Webb County, may remain on the County's insurance plan and is not affected by this agreement unless said spouse is also applying for the Voluntary Separation Incentive Plan.
3. WEBB COUNTY shall make a one-time lump-sum payment equal to 30% of the Eligible Employee's current fiscal year base salary **excluding** any stipends or supplemental pay (as described in the Voluntary Separation Incentive Program Application Form), in the amount as specified below, less any retirement contributions, all required federal and state taxes and any deductions as required by contract or law.

One payment of _____ on _____, 2022.

Retirement contributions will be withheld from and made to TCDRS by WEBB COUNTY. The Eligible Employees signature in this Agreement constitutes the Eligible Employee' acceptance of the accuracy of the calculation of the amount of the voluntary separation incentive payment.

4. This Agreement is not intended to address or in any way affect Eligible Employee's eligibility for retirement benefits. Should you, your spouse, former spouse, child(ren) or dependent(s) need COBRA insurance then the person applying for COBRA will be obligated to pay for it, however if the Eligible Employee, spouse, former spouse, child(ren) or dependent(s) elect to use the COBRA insurance then the Eligible Employee shall return the lump-sum payment to Webb County upon written demand. The Eligible Employee is solely responsible for consulting with his/her retirement program administrator to determine eligibility for and the amount of any benefits, determining eligibility for retiree health benefits, if any, and applying for such benefits, if any, in accordance with state and federal law. In addition, the Eligible Employee is solely responsible for consulting with his/her accountant or financial advisor in order to decide whether to pursue separation or retirement from WEBB COUNTY under this Agreement.
5. **In consideration for the Voluntary Separation Incentive payment provided for in this Agreement, Eligible Employee hereby releases WEBB COUNTY, Webb County's officers, employees, board members, agents and representatives (both present and future) from all claims, demands and causes of action of any kind whether known or unknown arising under the law, in equity or otherwise, and whether based in tort, contract, statute, the constitutions of the United States and/or the State of Texas or any other basis the Eligible Employee has or may have as of the date of execution of this Agreement, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Worker's Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age, or state of health.**

Eligible Employee does not release any claim, demand, or cause of action that may arise after the date of separation. In addition, nothing in this Agreement shall affect or interfere with Eligible Employee's right to file a charge with the Equal Employment Opportunity Commission or to participate, cooperate, or assist in an investigation or proceeding conducted by the Equal Employment Opportunity Commission.

6. **Eligible Employee hereby dismisses, waives any and all complaints, appeals, and/or grievances to which Eligible Employee is or maybe entitled to at the time of separation. The Eligible Employee holds harmless the County for any voluntary decision made by the Eligible Employee to participate in this Voluntary Separation Incentive Program.**

7. Eligible Employee agrees that on or before the effective date of Employee's separation, Eligible Employee will return all Webb County property to his/her appropriate supervisor.
8. As part of this agreement the Eligible Employee acknowledges that he/she has waived their Webb County benefits as set forth in the attached Exhibit A and agrees that he/she may not rescind this Agreement once it is signed and submitted and the seven-day revocation period has elapsed. The Eligible Employee acknowledges and understands that the County will rely on the Eligible Employees Application as a means to budget for the next fiscal year.
9. Eligible Employee is hereby advised to consult with an attorney at their own expense prior to executing this Agreement. Eligible Employee acknowledges that Exhibit A to this Agreement is a copy of the Webb County Retiree Employee Benefits Policy that was provided to Eligible Employee that describes those individuals covered by the Webb County Retiree Employee Benefits Policy eligibility for the Program and any time limits applicable to the Program. Eligible Employee also acknowledges that Exhibit B to this agreement is the signed application as submitted by the Eligible Employee. Exhibit C is the sworn statement of the Eligible Employee. Exhibit D is a copy of §175 of the Texas Local Government Code. Exhibits A, B, C, and D are incorporated into and made a part of this Agreement.

In consideration of the amount set out in paragraph 3 of this agreement Eligible Employee agrees and affirms that they will Opt-Out of the Webb County Insurance and benefits in writing; should the Eligible Employee, spouse, or dependent be eligible for such insurance and/or benefits it is understood by the Employee that the lump-sum payment is meant as a means to reduce the costs associated with raises and fringe benefits that have been accumulated by the Eligible Employee and to be consistent with the Wage and Pay Scale policy (Policy) adopted by Webb County. Furthermore, the Eligible Employee by signing this agreement acknowledges that they are waving their rights as provided under §175 of the Texas Local Government Code.

10. The terms of this Agreement shall be subject to and interpreted in a manner consistent with the laws of the State of Texas and of the United States. Venue and jurisdiction shall lie in Webb County, Texas District Court.
11. This Agreement is not assignable. This Agreement shall not be amended, modified nor altered unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties.
12. This Agreement is subject to the policies, regulations and rules of WEBB COUNTY in effect or as hereinafter amended, including specifically policies, regulations and/or rules relating to termination for cause, financial exigency and/or program discontinuance. This Agreement becomes null and void if: (1) the Eligible Employee is terminated for cause or resigns in writing prior to signing the Application for this program.

13. This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered.
14. This Agreement shall become effective following the date of execution by both parties.

ELIGIBLE EMPLOYEE:

Signature: _____ **Date:** _____

Print Name: _____

STATE OF TEXAS §

COUNTY OF WEBB §

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2022.

Notary Public, State of Texas

WEBB COUNTY:

Signature: _____ **Date:** _____

Print Name: _____

EXHIBIT A

WEBB COUNTY 2022

VOLUNTARY SEPARATION INCENTIVE PROGRAM

APPLICATION FORM

Subject to funding availability and approval by the Webb County Commissioners Court, any full-time Webb County Eligible Employees paid exclusively from one of the following: (1) the Webb County General Fund; (2) the Road & Bridge Fund; (3) the Water Utilities fund; (4) the Utilities Fund and is not paid based on a reimbursement to Webb County, a grant or other non-Webb County funding sources, are eligible to participate in this voluntary separation incentive program provided that the Eligible Employee meets or exceeds all of the criteria identified throughout this document. This separation program is **completely voluntary** and any Eligible Employee as set out above is free to choose whether or not to participate. For the purposes of this program, an elected official is not defined as an Eligible Employee; therefore, an elected official does not qualify for this program.

In addition to the requirements set out above the applicant must meet the Texas County and District Retirement System’s (TCDRS) defined requirements for retirement, sign a waiver and opt-out of Webb County insurance and benefits, must separate or retire by September 30, 2022. Any Eligible Employee who does not meet or exceed these requirements as of September 30, 2022, does not qualify for this program.

The TCERS retirement eligibility rules are as follows:

You must have worked for Webb County at least eight (8) years.

AGE	SERVICE
60	With 8 years; or
Any Age	With 20 years; or
Age plus your years of service equals 75 (also called the Rule of 75).	

Eligible Employee means: any full-time Webb County employee who has worked for Webb County a minimum of 8 years and whose salary during those eight years has been paid exclusively from one of the following:

1. Webb County General Fund
2. The Road & Bridge Fund
3. Water Utilities Fund
4. Utilities Fund

And the base salary paid is not subject to a reimbursement to Webb County, a grant, or other non-Webb County funding sources.

An elected official is not defined as an employee for the purposes of this program.

Opt-Out means: to choose not to be part of an activity or to stop being involved in it.

Stipend means: a fixed regular sum paid as a salary supplement or allowance excluding any step increases under the Wage and Pay Scale Policy adopted by Webb County.

Supplemental Pay means: money paid to an employee from any funding source in addition to their regular wages and step increases under the Wage and Pay Scale Policy adopted by Webb County regardless if it is for their assigned duties or additional duties performed by the employee.

Waiver means: a document that states the employee has relinquished their Retiree Insurance and Benefits.

COBRA means: The Consolidated Omnibus Budget Reconciliation Act which gives workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances.

Webb County will make every reasonable effort to ensure that those Employees who choose separation do so voluntarily and with the understating of the retirement eligibility requirements defined by TCDRS rules, as well as the benefits of this offer. To ensure that employees understand who is eligible and what benefits are being offered, the County will provide the Employee with information regarding

eligibility and benefits. The County has attached to this form a Planning for Retirement information sheet from TCDRS, a copy of the Webb County Retiree Benefits, an affidavit form, and a copy of the Texas Local Government Code §175.

The proposed date of separation shall not be later than September 30, 2022. Any employee who has already retired from Webb County, submitted notice of retirement and or resigned prior to the announcement of this program is not eligible for this program.

This program is currently effective as of July 11, 2022 and **will be closed on August 26, 2022**. This program was initiated to determine if anyone was interested on July 11, 2022 and was approved by the Webb County Commissioners Court to extend the offer effective as of **July 11, 2022**.

Eligible Employees submitting the Voluntary Separation Incentive Application Form by the deadline identified above, and who actually separate or retire through this program on or before September 30, 2022, will receive **30%** of this year's salary, excluding any stipend or supplemental pay that the Eligible Employee receives as compensation, in consideration of their voluntary separation or retirement. The **30%** will be subject to all taxes, contributions, and adjustments that federal and state law requires.

The Eligible Employee will receive as a payment their compensatory time and time and a half and annual leave if any. **Eligible Employee may request leave to consult with their attorney of financial planner if the consultation is to occur during County business hours.** The Eligible Employee shall submit any outstanding leave forms to their supervisor for documentation purposes. Failure to request leave and submit documentation for leave is a violation of the Webb County Policy. This plan does not affect the right of the County to send Eligible Employees "home" to reduce compensatory hours as ordered by the Webb County Commissioners Court.

The Eligible Employee acknowledges that they have sought this agreement of their own volition and understands that they must seek out their medical insurance from a provider other than Webb County for themselves, their spouse, former spouse and/or dependent(s). The Eligible Employee acknowledges he/she will seek medical coverage from sources other than Webb County and will not be eligible for medical

coverage nor benefits from Webb County by direct or indirect means. The Eligible Employee shall seek information on their own including: legal advice, financial guidance, retirement planning, social security benefits, supplemental insurance, life insurance, or additional medical insurance coverage. Webb County will not provide financial planning, legal advice, nor choose the Eligible Employee's insurance plan.

The Eligible Employee will have until **August 26, 2022** to submit this form. Once submitted it may be revoked within 7 calendar days of its submission. Failure to revoke this form in a timely manner may, at the discretion of Webb County, be used to deny future admissibility for early retirement or separation programs offered by Webb County. There is no guarantee that the program will be available next year nor can the County promise to consider it without Commissioner Court action during the applicable fiscal year.

In the event that an Eligible Employee who has filed the completed form, *signed the Voluntary Separation Agreement* ("Agreement") and has filed for retirement with TCDRS, dies prior to the end of the separation date, the Eligible Employee will have been deemed to have completed the process and the estate of that Eligible Employee will receive the payment for the separation incentive program. The County will require either letters of administration or letters testamentary prior to the release of any payment.

(Initial) I am not required to separate or retire through this program and may still retire or separate through Webb County without relinquishing my rights and/or benefits. I voluntarily elect to separate and/or retire before the 30th day of September of 2022.

(Initial) I understand and acknowledge that I have knowingly and voluntarily accepted the Voluntary Separation Incentive Program offered by Webb County and all of its prerequisites and conditions as fully explained to me by Webb County.

(Initial) I also understand that this acceptance of the voluntary separation incentive program is irrevocable on the part of the participant upon the required due date of the "revocation period" of his/her submission of this Application form and signature of the Eligible Employee on the Voluntary Separation Incentive Plan Agreement.

(Initial) I understand that Webb County will only provide the information for eligibility for retirement and will not provide any advice for financial planning or alternative insurance plans.

(Initial) I understand that Webb County will pay only upon the completing of the separation, tendering the written waiver and submitting in writing confirmation of opting out of the Webb County Medical and Benefits Policy for myself, spouse, ex-spouse, child(ren) and dependent(s).

(Initial) I understand that Webb County will pay only upon the completion of the separation or retirement, tendering the written waiver and submitting in writing confirmation of opting-out of the Webb County Medical and Benefits Policy for myself, spouse, ex-spouse, child(ren) and dependent(s) that have benefits by and through me.

(Initial) Should I, my spouse, former spouse, child(ren) or dependent(s) remain on the Webb County Medical Insurance & Benefits, Webb County will be entitled to reimbursement of any claims paid on behalf of the Eligible Employee, spouse, former spouse, child(ren) or dependent(s) for the total amount of actual costs incurred by Webb County as permitted by §175.006(4) of the Texas Local Government Code.

(Initial) I acknowledge and agree that once I leave my employment with Webb County I will not apply for nor be considered for future employment with Webb County.

(Initial) I acknowledge that in the event that I am hired by Webb County at any time after separation, upon written demand by Webb County, I will fully reimburse Webb County the full amount of the incentive, including taxes, deductions, adjustments, contributions, and/or any amount that was paid to me as part of the Voluntary Separation Incentive Plan Agreement.

(Initial) I agree and acknowledge that subject to the limitations of Federal, Texas State and local law, I will reimburse Webb County the entire amount of the voluntary separation incentive payment should I breach the Voluntary Separation Incentive Plan Agreement. This clause does not include amounts that I have lawfully earned and I am entitled to

(i.e., annual leave, compensatory time, collective bargain agreement, etc.)

(Initial) I acknowledge that I was given at least 45 days to consider and accept the terms of the Voluntary Separation Incentive Plan Agreement and that I was advised to consult with an attorney about the Agreement before signing it.

(Initial) You are not bound to the Agreement at this time, this is just the Application. Please date, sign and submit this Application if you are interested in applying for this Program. A Voluntary Separation Incentive Plan Agreement will be given to you within 3 business days of your submission of this Application. Review the Agreement and its attachments before you return it to the Webb County Human Resource Department (“Human Resources”). Once you sign and submit the Agreement, you will have seven (7) additional days (“revocation period”) from the date you submit the Agreement to revoke your acceptance of the Agreement. If you decide revoke the Agreement, you must give Human Resources a written statement of revocation via email at ernestog@webbcountytexas.gov or send it to Human Resources by fax (Fax No. 956-523-5012), or registered mail before September 30, 2022; not on September 30, 2022. Human Resources must receive the ***revocation before September 30, 2022*** in order for the revocation to be effective.

(Initial) You understand that if you, your spouse, former spouse, or dependent(s) qualify for COBRA you are entitled to it however, any person who applies for COBRA will be obligated to pay for it. **If you, your spouse, former spouse, child(ren) or dependent(s) elect to use COBRA insurance you, the Eligible Employee, shall, upon written demand by Webb County, return the 30% lump-sum payment that the County made to you.**

Signature of Participant: _____ Initials _____

Date Signed: _____

Date _____

Initials _____

Printed Name of Participant: _____

Office Use Only:
Received: Time Stamp

Date _____

Initials _____

EXHIBIT B

4. There is no provision in (29 CFR 553.31 section 7(p) (3)) that requires on individual to "repay" the other individual who agrees to a work substitution agreement. This is a matter for the parties to resolve.
5. The approval requirement is satisfied when the employer is aware of the substitution and indicates approval in whatever manner is customary. (29 CFR § 553.31Section 7(p)(3).

VII. SUMMARY OF EMPLOYEE BENEFITS

7.01 Eligibility: For purposes of health care coverage, **"Full- Time"** means 30 hours **or more** per week. An Employee's **Full-Time** status, including calculating the number of hours worked, will be made in accordance with regulations issued by the federal government under the Affordable Care Act. **All Full-time "New Hire" employees will be provided, subject to available appropriations by the Webb County Commissioners Court, a twenty thousand (\$20,000.00) dollar Basic Life insurance policy after their 90 day probationary period **calculated** from their date of hire. New Hire employees will also be given the opportunity of enrolling in the County's group health & dental insurance plan. All ancillary products including voluntary term life, AD &D, disability, cancer, heart & stroke, and additional voluntary insurance policies, will become effective on the first of the month following the 90 days probationary period.**

Qualifying Events (QLE): Life changes for active employees will include the opportunity to add or change coverage for themselves or additional family members (dependents). The following QLEs will allow the employee to add and/or drop self, spouse and or child(ren) to their coverage within the first 30 days of the event. If the employee fails to notify Risk Management of a QLE within the 30 days, changes to their health coverage will be forfeited until the County's Open Enrollment date: to become effective on the first day of the following calendar year. ***(Open Enrollment – is a set period of time that occurs once a year when an employee can enroll, change, or cancel their or eligible dependent's benefits including any available ancillary products.)***

- Marriage (license copy required)
- Children (birth (crib card required/age 26) (Crib card is a small card that the hospital places on the infants crib with vital information on the parents and the baby(ies))
- Loss or gain of insurance coverage (document required)
- Divorce (court documents required)
- Court ordered health and dental benefits for dependent(s)
- Death

Online New Hire: The New Hire process starts two (2) weeks before the 90 day waiting period for all new and rehired employees. Employees will be instructed to log on to an employee based web site to enroll in all their benefits with an option to enroll their dependents (*see list of qualifying dependents below*), and their health and dental benefit will begin 90 days after their hire date. All ancillary benefits elected will begin on the first of the month following the 90-day probation period. Each employee is given approximately two (2) weeks to complete their online enrollment; failure to comply will result in forfeiting their benefits for the remaining calendar year.

Qualifying Dependents:

- Spouse (copy of marriage license required)
- Common Law (copy of certificate required)
- Children, step children, adopted children up to the age of 26
- Disable children who qualify over the age of 26 with required documentation

Online Annual Open Enrollment: Open Enrollment is scheduled once a year to allow employees the opportunity to sign up for health, dental and any ancillary products that are available at the time of enrollment for the employee and or their dependents. If an employee fails to participate in the open enrollment process, they will have to wait until the next scheduled enrollment period to make any changes. The current plan does NOT allow for an **automatic roll-over** of benefits to the following calendar year. **As a result, if an employee fails to complete their enrollment, he/she will not have any benefits for an entire calendar year** through Webb County.

7.02 JJAEP Employees: Exempt JJAEP employees shall be provided with insurance coverage on the same terms as regular, full-time employees and such insurance coverage will continue through their summer lay-off, if any, and until any such employee resigns, retires, is fired, or his or her employment is otherwise terminated. Upon termination of Webb County employment, employees currently receiving group insurance may be eligible for continuation of group insurance for a period of time, at their expense, pursuant to Federal law.

7.03 Continuation of Group Health Insurance: The Federal Consolidated Omnibus Reconciliation Act (COBRA) provides individuals with the option of continuing group health and dental insurance coverage for both the employee and covered dependents, under specified conditions and at the individual's full expense, at such times when the insurance would otherwise terminate. Those events include the death of a covered employee, termination or reduction in the hours of a covered employee's employment for reasons other than gross misconduct, divorce or legal separation from a covered employee, a covered employee's becoming entitled to Medicare, and a child's loss of dependent status (and therefore coverage) under the plan.

7.04 Qualifying Events: Qualifying events are events that cause an individual to lose his or her group health coverage. The type of qualifying event determines who the qualified beneficiaries are for that event and the period of time that a plan must offer continuation coverage. COBRA establishes only the minimum requirements for continuation coverage. A plan may always choose to provide longer periods of continuation coverage. The following are qualifying events for a covered employee which may cause the covered employee to lose coverage:

1. Termination of the employee's employment for any reason other than "gross misconduct", or reduction in the number of hours of employee's employment.
2. Extended leave without pay.
3. The divorce or legal separation of the covered employee from the employee's spouse.
4. The employee becoming entitled to benefits under Medicare.
5. An employee's dependent child ceasing to be a dependent child under the generally applicable requirements of the group health plan.

7.05 Cobra Qualifying Event Notices: Before a group health plan must offer continuation coverage, a qualifying event must occur, and the group health plan must be notified of the qualifying event. Who must give notice of the qualifying event depends on the type of qualifying event. The employer must notify the plan if the qualifying event is:

- Termination or reduction in hours of employment of the covered employee;
- Death of the covered employee;
- A covered employee becoming entitled to Medicare; or
- Bankruptcy of a private-sector employer.

The employer must notify the plan within 30 days of the event. You (the covered employee or one of the qualified beneficiaries) must notify the plan if the qualifying event is:

- Divorce;
- Legal separation; or
- A child's loss of dependent status under the plan.

7.06 Social Security and Medicare: All employees of Webb County are subject to withholding of income for Social Security and Medicare as required by federal law.

7.07 Retirement Plan: Webb County participates in the Texas County and District Retirement System ("TCDRS"). Mandatory participation in the Retirement Plan is required by State law for all full-time and part-time County employees except for temporary employees. Participation in the plan includes the County withholding a percentage of the employee's gross wages and the County making additional deposits on the employee's behalf. Employees are encouraged to study the TCDRS website (TCDRS.org) for more information.

7.08 Retired Rehire: Retirees/former employees may be eligible for rehire by the County and may continue to receive retirement benefits if certain conditions are met. Although TCDRS requires a bone fide break of one full month, the Court requires a separation from County employment of (2) two years.

7.09 Employee Retirement Guidelines: An employee who retires/separates from employment with Webb County and meets the requirements of the TCDRS plan may receive retirement benefits from the plan.

I. Eligibility

Current employees who meet one of the following criteria are eligible to participate in this retirement employee benefit program:

- Must not have already retired from Webb County, employment nor have already been enrolled or received benefits under this plan; or
- Must be covered as an active employee under the County's employee benefit plan at the time of retirement.

The employee must meet one of the following additional criteria:

- Age 60 and 8 years of Webb County employment, or
- Any age and twenty (20) years of employment with Webb County, or
- Service time plus age equals 75.

7.10 Workers' Compensation: All Webb County employees, Department Heads, and Elected Officials are covered under a workers' compensation policy. The purpose of the insurance is to provide all benefits (e.g., medical costs and lost wage benefits) afforded under the Texas Worker's Compensation Law to any County employee injured on the job who is protected by such law.

7.11 Unemployment Insurance: Webb County subscribes to the Texas Unemployment Compensation Insurance Program.

VIII. LEAVE, ABSENCES, AND HOLIDAYS

8.01 Definitions: The following terms apply to this Chapter:

- Leave: is time during regular working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid.
- Holidays: are days designated by the Commissioners Court for County offices to be closed on what would otherwise be regular business days.
- Unauthorized Absence: An unauthorized absence is one in which the employee is absent from regular duty without permission of the supervisor, appropriate Elected

days to allow completion of the investigation. However, in no event shall paid Investigative Administrative Leave continue for a period of more than ninety (90) days.

11.21 Alternatives to Administrative Leave: In appropriate circumstances, the department may transfer the employee to another position while the investigation is conducted. In that event, the employee would continue to be paid at the same rate as his/her regular position.

11.22 Completion of Investigation: Upon completion of the investigation, the employee may be returned to his/her regular position and/or disciplinary action may be taken depending upon the results of the investigation.

11.23 Suspension following Indictment: If a Department Head determines that suspension is in the best interests of the County and the public, the Department Head may suspend without pay an employee indicted for a felony, or accused by information of official misconduct or oppression, until the indictment or information is dismissed or tried and, if tried, until the trial and appeal (if any) are completed. Under no circumstances, will a Department Head suspend an employee with pay.

11.24 Reinstatement: A suspended employee is entitled to reinstatement to the position held before such suspension, without loss of pay or benefits for the period the employee did not work due to such suspension if the indictment or information is dismissed, the employee acquitted, or the conviction reversed on appeal. However, in the case where an employee is a deputy or appointee of an Elected Official no longer in office and the succeeding official does not wish to hire or appoint such deputy or appointee, the reimbursement of pay or benefits will be only for that period in which said employee could have worked for the original Elected Official. The suspension of an employee subsequently reinstated or reimbursed under this subsection is not to be interpreted as a disciplinary suspension.

XII. SEPARATIONS

12.01 Types of Separations: All separations of employees are designed as one of the following types:

1. Resignation;
2. Retirement;
3. Reduction in Force;
4. Elimination of Position;

5. Dismissal; or
6. Death.

12.02 Resignation: An employee who intends to resign must notify his or her Department Head in writing at least fourteen (14) working days prior to the last day of work. An employee who resigns without sufficient notice is subject to having a written reprimand placed in his or her file documenting this violation of personnel policies unless there is a valid reason approved by the Department Head for not being able to give sufficient notice.

12.03 Retirement: There is no mandatory retirement age for employees of Webb County, and employees are encouraged to remain in their respective positions, subject to the requirements of pertinent policies for the performance of their respective duties. Employees should refer to the Retirement Plan manuals, available at the Human Resources Department, for information regarding participation in the plan and other matters relevant to retirement.

12.04 Retire/Rehire: Former employees who are Texas County & District Retirement System Retirees are eligible to be re-hired but only after a separation from County employment for at least Two (2) years. Monthly TCDRS benefits will not be suspended as long as the original termination is bona fide. A bona fide separation means there must be a true separation in service between the County and the employee in which the employer/employee relationship is completely severed for at least a Two (2) year period. There can be no expectation, understanding, agreement, or arrangement that the employee will be hired full time or part-time after he or she retires. Failure to abide by this policy could jeopardize the County's TCDRS plan's qualified status which could subject the County to significant fees, penalties, and additional taxes levied by the Internal Revenue Service.

12.05 Reduction in Force: An employee may be separated for lack of work or funds. In deciding who will be separated from their employment as a result of a reduction in force, the County will consider, but is not limited to, the following factors:

1. the employees' length of service with the County;
2. the performance record of each employee; and
3. qualifications of the employee for remaining positions.

12.06 Elimination of Position: An employee may be separated from his or her employment because of changes in duties or reorganization. Reorganizations are undertaken to increase efficiency, reduce costs,

or to improve service to the public. Reorganizations may only be implemented with the authorization of Commissioners Court. The relative necessity of each position to the organization is considered when positions are considered for elimination.

12.07 Dismissal: An employee may be dismissed at any time when, in the judgment of the Department Head or Elected Official, the quality and performance of his or her work does not merit continuation as a County employee; however, consultation with the HR Department is required before initiating any termination of employment. An at-will employment relationship, standing alone without benefit of recognized exception triggers no due process requirement nor right. Civil Service employees, however, can only be discharged in accordance with the Webb County Civil Service rules and Regulations.

12.08 Employee Separation Form: An Employee Separation Form must be filled out by the supervisor, Department Head, or Elected Official for each employee who is separated, noting the reason for the separation. The Department Head shall keep a copy of the form, submit the original to the Human Resources Department.

12.09 Payroll Attendance Worksheet: Information regarding employee separations must also be reported to the Payroll Clerk on the Payroll Attendance Worksheet.

12.10 Exit Process: An employee whose employment has been terminated must turn in all keys, computer identification information, and passwords to his or her supervisor.

- A. The separating employee is asked to contact the Benefits Department to schedule an exit interview for discussion of employee benefits and right to COBRA coverage.
- B. Employees are responsible for returning items issued to them by Webb County or in their possession or control, including, but not limited to County files or paperwork, employee lists, credit cards, long distance calling cards, keys, manuals, laptops, telephones, pagers, computers, modems, printers, fax machines, uniforms, identification badges, etc. These items must be returned to the Department Head or Elected Official.
- C. Employees must return all County property immediately upon request or upon termination of employment. As permitted by law, the County may withhold from the employee's check or final pay the cost of any items that are not returned as required.

The County may also take all action deemed appropriate to recover or protect its property.

XIII. GRIEVANCES FOR NON-CIVIL SERVICE

13.01 Policy: Employees are encouraged to discuss their work-related concerns with their Department Heads or Elected Officials who have the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level. The grievance procedure outlined herein below is available only to those employees who are not covered by civil service. An at- will employment relationship, standing alone without benefit of recognized exception triggers no due process requirement nor right.

13.02 Grounds for Grievance:

A work related employment complaint shall constitute a grievance and must be addressed in the following matter. Verbal counseling, written reprimand or employee evaluation cannot be the subjects of a personal grievance but an employee may submit a written rebuttal that will be placed in the employee's personnel file.

13.03 Informal Grievance: The first step in the grievance procedure is for the employee to resolve the grievance by an informal conference with his or her immediate supervisor or Department Head within five (5) working days after the events upon which the grievance is based. If informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she may file a formal grievance. No grievance hearing may be held unless the employee first attempts a resolution of his or her problems through this informal grievance procedure.

13.04 Composition of Grievance Committee: Each member of the Webb County Commissioners Court shall appoint one member of the Webb County Grievance Committee. The Committee member may be an elected Webb County Official, a non-elected Department Head, a Webb County employee, or a member of the general public. Members of the Employee Grievance Committee shall serve at the pleasure of the Commissioners Court or until replaced.

EXHIBIT C

STATE OF TEXAS §

COUNTY OF WEBB §

BEFORE ME, the undersigned authority personally appeared _____, who, by me duly sworn, deposed as follows:

“My name is _____ and I presently reside in Laredo, Webb County, Texas. I am of sound mind, over 21 years of age, have never been convicted of a serious crime and have personal knowledge of the following facts which are herein stated and which are true.

“I am currently employed by Webb County and have been employed in that position since (Day) _____ (Month) _____ (Year) _____.

I have read the Application and Agreement for the Webb County Voluntary Separation Incentive Program and do hereby acknowledge my decision to apply for this program is done knowingly and voluntarily and I have not been threatened nor coerced into this Voluntary Separation Plan Agreement. I do understand that I will hold harmless Webb County of my decision to separate from my employment. I hereby waive my insurance and benefits afforded to me by Webb County pursuant to Texas Local Government Code §175. Therefore, I elect to opt-out of the Webb County insurance and benefits upon my separation and shall seek medical coverage and any insurance I may need on my own. I understand that I can take my benefits with me regarding retirement or medical insurance by not separating from my Employer through this program. Should I need COBRA insurance, I will make myself responsible to pay any premium required of me including any costs associated with COBRA insurance and will return my voluntary separation incentive payment.

Further affiant sayeth not.

Signature of Affiant

Printed Name of Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, by the said _____ on this the _____ day of _____, 2022.

Notary Public, State of Texas

EXHIBIT D

LOCAL GOVERNMENT CODE

TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE
THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 175. RIGHT OF EMPLOYEES OF CERTAIN POLITICAL SUBDIVISIONS
TO PURCHASE CONTINUED HEALTH COVERAGE AT RETIREMENT

Sec. 175.001. APPLICABILITY. This chapter applies to a person who:

- (1) retires from:
 - (A) county employment in a county with a population of 75,000 or more;
 - (B) employment by an appraisal district in a county with a population of 75,000 or more; or
 - (C) municipal employment in a municipality with a population of 25,000 or more; and
- (2) is entitled to receive retirement benefits from a county, appraisal district, or municipal retirement plan.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.001 by Acts 1995,
74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 2, eff.
June 19, 2009.

Sec. 175.002. RIGHT TO PURCHASE CONTINUED COVERAGE. (a) A person to whom this chapter applies is entitled to purchase continued health benefits coverage for the person and the person's dependents as provided by this chapter unless the person is eligible for group health benefits coverage through another employer. The coverage shall be provided under the group health insurance plan or group health coverage plan provided by or through the employing political subdivision to its employees.

(b) To receive continued coverage under this chapter, the person must inform the employing political subdivision, not later than the day on which the person retires from the political subdivision, that the person elects to continue coverage.

(c) If the person elects to continue coverage for the person and on any subsequent date elects to discontinue such coverage, the person is no longer eligible for coverage under this chapter.

(d) If the person elects to continue coverage for any dependent and on any subsequent date elects to discontinue such coverage, the dependent is no longer eligible for coverage under this chapter.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.002 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 3, eff. June 19, 2009.

Sec. 175.003. LEVEL OF COVERAGE. (a) The person may elect to cover the same persons who were covered under the political subdivision's group health insurance plan or group health coverage plan through the person at the time the person left employment with the political subdivision, or the person may elect to discontinue coverage for one or more persons. A person who was not covered under the plan at the time the person to whom this chapter applies left employment with the political subdivision is not eligible for coverage under this chapter.

(b) Except as provided by Subsections (c) and (d), the level of coverage provided under this chapter at any given time is the same level of coverage provided to current employees of the political subdivision at that time.

(c) A political subdivision may substitute Medicare supplement health benefits coverage as the coverage provided for a person who receives health benefits coverage under this chapter, including a dependent, after the date that the person becomes eligible for federal Medicare benefits.

(d) The person may elect to continue coverage at a reduced level, if offered by the political subdivision.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.003 by Acts 1995,
74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff.
June 19, 2009.

Sec. 175.004. PAYMENT FOR COVERAGE. A person who is entitled to continued coverage under this chapter is entitled to make payments for the coverage at the same time and to the same entity that payments for the coverage are made by current employees of the political subdivision.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.004 by Acts 1995,
74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff.
June 19, 2009.

Sec. 175.005. DUTY TO INFORM RETIREE OF RIGHTS. A political subdivision shall provide written notice to a person to whom this chapter may apply of the person's rights under this chapter not later than the date the person retires from the political subdivision. A political subdivision may fulfill its requirements under this section by placing the written notice required by this section in a personnel manual or employee handbook that is available to all employees.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.005 by Acts 1995,
74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff.
June 19, 2009.

Sec. 175.006. CERTAIN MATTERS NOT AFFECTED. This chapter does not:

(1) prohibit a political subdivision from uniformly changing the group health insurance plan or group health coverage plan provided for its employees and retirees;

(2) affect the definition of a dependent or the eligibility requirements for a dependent under a plan;

(3) prohibit a political subdivision from agreeing with a person to deduct the cost of coverage provided under this chapter from a pension check;

(4) prohibit a political subdivision from agreeing with a person to pay for the coverage provided under this chapter provided the person reimburses the political subdivision for the actual cost of the coverage;

(5) prohibit a political subdivision or a pool established under Chapter 172 from increasing the cost of group health coverage to its employees and to persons covered under this chapter to reflect the increased cost, if any, attributable to compliance with this chapter;

(6) affect the right of a political subdivision to provide coverage under Chapter 172; or

(7) affect the right of a political subdivision or a pool established under Chapter 172 to offer the coverage at the same rate that is available to active employees or to offer the coverage at a reasonable or actual rate established for retirees that may be greater than the rate offered to active employees.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.006 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.

Sec. 175.007. EXEMPTIONS. (a) A political subdivision that does not provide health benefits coverage through a self-insured

plan or a plan authorized under Chapter 172 is not required to provide coverage under this chapter if the political subdivision makes a good faith effort to purchase insurance coverage that includes coverage required by this chapter from an insurance company authorized to do business in this state and from pools established under Chapter 172 but is unable to find a provider for the coverage.

(b) A political subdivision that is providing coverage substantially similar to or better than the coverage required by this chapter is exempt from this chapter.

Added by Acts 1993, 73rd Leg., ch. 663, Sec. 1, eff. Sept. 1, 1993.
Renumbered from Local Government Code Sec. 174.007 by Acts 1995, 74th Leg., ch. 76, Sec. 17.01(38), eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1363 (S.B. 654), Sec. 4, eff. June 19, 2009.