## EXTENSION AGREEMENT AND AMENDMENT OF MOU BETWEEN THE NORTHERN CALIFORNIA PUBLIC SECTOR REGION, LOCAL 1021 OF THE SERVICE EMPLOYEES INTERNATIONAL UNION, CTW And THE COUNTY OF ALAMEDA

#### March 13, 2019

The County of Alameda and the Northern California Public Sector Region, Local 1021 of the Service Employees International Union, CTW, hereby agree to extend the Memorandum of Understanding between the parties that is scheduled to expire on December 14, 2019. The current terms and conditions in effect will be extended except as provided below:

#### **PREAMBLE**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and Northern California Public Sector Region, Local 1021 of the Service Employees International Union, CTW, hereafter designated as "Union," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect from December 21, 2015 to and including December 14, 2019 December 10, 2022 for those employees working in representation units referred to in Section 1 hereof.

#### SECTION 14. MEDICAL AND DENTAL PLANS

#### A. MEDICAL PLANS

#### 1. MEDICAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES

a. Payment for Premiums - Full-time Employees. For coverage from December 21, 2015, through the remaining term of the MOU, the County and covered employees will share in the cost of health care premiums.

For the plan year beginning February 1, 2015 through <u>January 31, 2022</u>, the remaining term of the MOU the County shall contribute ninety percent (90%) of the total monthly premium of an HMO plan or ninety percent (90%) of the total premium of the lowest cost HMO plan toward the total monthly premium of the PPO/indemnity plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a Plan Year.

Effective February 1, 2022: For the plan year beginning February 1, 2022 through the remaining term of the MOU, the County shall contribute eighty-eight percent (88%) of the total monthly premium of an HMO plan or eighty-eight percent (88%) of the total premium of the lowest cost HMO plan toward the total monthly premium of the PPO/indemnity plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a Plan Year.

- b. **County Offered Medical Plan.** The County will offer a Health Maintenance Organization ("HMO") medical plan and a Preferred Provider Organization ("PPO") or Indemnity Medical Plan.
- 2. MEDICAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORKWEEK: Any employee who is regularly scheduled to work less than the normal workweek for the job classification shall be entitled to elect coverage under a County offered either the comprehensive group medical plan by a Health Maintenance Organization or the PPO/indemnity plan options for full-time employees; provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time workweek for the job classification.

For coverage from December 21, 2015 through the remaining term of the MOU January 31, 2022, the County's contribution toward the provider's premium shall be ninety percent (90%) of the total monthly premium for an HMO plan prorated each pay period based upon a proportion of hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For coverage from December 21, 2015 through the remaining term of the MOU January 31, 2022, for part-time employees who choose the PPO/Indemnity plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

Effective February 1, 2022: For coverage effective February 1, 2022 through the remaining term of the MOU, the County's contribution toward the provider's premium shall be eighty-eight percent (88%) of the total monthly premium for an HMO plan prorated each pay period based upon a proportion of hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For coverage from February 1, 2022 through the remaining term of the MOU, for part-time employees who choose the PPO/Indemnity plan, the County will contribute eighty-eight percent (88%) of the total semi-monthly premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

3. **DUPLICATIVE COVERAGE:** This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix E) who are both employed by the County. The intent of this section limits married County employees and County employees in domestic partnerships from both covering each other within the same medical plan. Married

County employees and employees in domestic partnerships, who are both employed by the County, shall be entitled to one choice from the following list of Medical Plan coverages:

- a. Up to one full family HMO membership,
- b. Up to one full family PPO/Indemnity membership,
- c. Up to one full family HMO membership with up to one full family PPO/Indemnity membership,
- d. Up to one full family PPO/Indemnity membership with up to one full family PPO/Spousal membership.
- Up to one full family HMO membership with up to one full family alternative HMO membership.

This <u>sub</u>section <u>14.A.3.</u> also applies to County employees when a parent and their child, under the age of <u>twenty-six (26)</u> are both employed by the County. The child employee under the age of <u>twenty-six (26)</u> cannot have duplicative coverage within the same plan as the parent employee. If the parent employee has the child employee on a family HMO plan the child employee cannot select individual coverage on the same HMO plan as the parent employee.

4. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON MEDICAL PLAN COVERAGE:** Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within <a href="https://doi.org/10.10/10.10/">https://doi.org/10.10/</a> calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those whose medical plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

- 5. **30-DAY RE-ENROLLMENT AND TERMINATION OF ENROLLMENT ON CHANGE IN STATUS:** For eEmployees who are enrolled in a County sponsored medical plan, and who experience a qualifying event involving a change in status (e.g. marriage, adoption, loss of medical coverage by spouse/domestic partner, or change in job title), must within thirty (30) calendar days of the qualifying event, enroll affected eligible dependents into the County offered medical plans in which the employee is enrolled. An employee who experiences an event that disqualifies a covered dependent from further coverage (e.g., divorce, termination of domestic partnership, etc.) must notify the Employee Benefits Center within thirty (30) calendar days of the disqualifying event and un-enroll the disqualified dependent(s).
- 6. **OPEN ENROLLMENT:** Eligible employees may choose from among any medical plan offered by the County during the annual Open Enrollment period.

#### **B. DENTAL PLANS**

#### 1. DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:

For coverage through the remaining term of this MOU, the County shall contribute the total monthly premium for a County offered Dental Plan for eligible full-time employees as well as their eligible dependents provided that the employee is on paid status at least fifty percent (50%) of the normal full time pay-period for the job classification. Eligible full-time employees may elect any one of the following County-offered dental\_plan options listed below:

- i. A PPO/Indemnity dental plan
- ii. A supplemental spousal dental plan
- iii. A pre-paid, closed panel dental plan.

The maximum annual dental benefit paid for by the County for each covered individual is \$1,450.00 one thousand five hundred fifty (\$1,550) for PPO/Indemnity dental plan. Effective Pplan year 2020,2017 the maximum annual dental benefit shall be increased to one thousand six hundred seventy-five \$1,550(\$1,675). Effective plan year 2021, the maximum annual dental benefit shall be increased to one thousand seven hundred seventy-five (\$1,775). Effective plan year 2022, the maximum annual dental benefit shall be increased to one thousand nine hundred (\$1,900).

2. **DENTAL PLAN COVERAGE FOR LESS THAN FULL-TIME EMPLOYEES:** For coverage through the remaining term of this MOU, the County shall contribute the semi-monthly premium for a dental plan for services-as-needed and less than full-time employees and their eligible dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time workweek for the job classification.

The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in B.1. above. To participate, an employee working in a classification normally subject to a forty (40) hour workweek must be on paid status at least forty (40) hours in each and every biweekly pay period and an employee working in a classification normally subject to a thirty-seven and one-half (37.5) hour workweek must be on paid status at least thirty-seven and one-half (37.5) hours in each and every biweekly pay period.

Should an employee fail to have been on paid status at least fifty percent (50%) of the normal full time biweekly pay period for the classification, the employee will be responsible for paying the entire semi-monthly premium payment for that benefit.

- 3. DUPLICATIVE COVERAGE: This subsection applies to married County employees (and employees in domestic partnerships (as defined in Appendix E), who are both employed by the County. The intent of this section limits married County employees and County employees in domestic partnerships from both covering each other within the same dental plan. Married County employees and employees in domestic partnerships, both employed by the County, shall be entitled to one choice from the following list of dental plan coverages:
  - a. Up to one full family PPO/Indemnity plan together with up to one full supplemental spousal plan.

- b. Up to one full family PPO/Indemnity plan together with up to one full pre-paid closed panel dental plan.
- c. Up to one full pre-paid closed panel dental plan.
- d. Up to one full family PPO/Indemnity plan.

This <u>sub</u>section <u>14.B.3.</u> also applies to County employees when a parent and their child, under the age of <u>twenty-six (26)</u> are both employed by the County. The child employee under the age of <u>twenty-six (26)</u> cannot have duplicative coverage within the same plan as the parent employee.

- 4. **DENTAL PLAN PREMIUM PAYMENT ON FINAL PAYCHECK BEFORE AUTHORIZED LEAVE WITHOUT PAY OR EMPLOYEE SEPARATION:** The County shall make a dental plan premium payment on a final paycheck, provided that an employee is on paid status at least one-half (1/2) of the scheduled hours in that pay period.
- 5. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON DENTAL PLAN COVERAGE:** Employees on authorized leave without pay, whose dental plan coverage lapses for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County. Those whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums and waiting periods.
- 6. **30-DAY RE-ENROLLMENT AND TERMINATION OF ENROLLMENT ON CHANGE IN STATUS:** Employees who are enrolled in a County sponsored dental plan and who experience a qualifying event involving a change in status: (e.g. marriage, adoption, loss of dental coverage by spouse/domestic partner, or change in job title), must within thirty (30) calendar days of the qualifying event, enroll affected eligible dependents into the County offered dental plan in which the employee is enrolled. An employee who experiences an event that disqualifies a covered dependent from further coverage (e.g., divorce, termination of domestic partnership, etc.) must notify the Employee Benefits Center within thirty (30) calendar days of the disqualifying event and un-enroll the disqualified dependent(s).
- 7. **OPEN ENROLLMENT:** Eligible employees may choose a dental plan offered by the County during the annual Open Enrollment.

#### C. CHANGES IN MEDICAL AND DENTAL COVERAGE:

**Benefits Subject to Availability.** The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation. Within seven (7) days after its receipt of such notice, the Union may request to meet and confer regarding the impact of the change on matters within

the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.

The parties agree that the County may make changes during the term of the Memorandum of Understanding to the Medical and Dental Plans which do not materially impact the health benefits upon notice to the Union. Within seven (7) days of receiving such notice the Union may request to meet with the County.

The parties agree that the Memorandum of Understanding shall be reopened on notice to the Union to discuss possible changes in the medical and dental plan design.

#### **SECTION 16. WAGES**

**A.** Effective July 3, 2016, salaries for all represented classifications including Representation Unit III shall be increased by 4 percent.

Effective July 2, 2017, salaries for all represented classifications including Representation Unit III shall be increased by 3.25 percent.

Effective July 1, 2018, salaries for all represented classifications including Representation Unit III shall be increased by 3.5 percent.

Effective June 30, 2019, salaries for all represented classifications including Representation Unit III shall be increased by 3.25 percent.

Effective June 28, 2020, salaries for all represented classifications including Representation Unit III shall be increased by three and one-half percent (3.5%).

Effective June 27, 2021, salaries for all represented classifications including Representation Unit III shall be increased by three and one quarter percent (3.25%).

Effective June 26, 2022, salaries for all represented classifications including Representation Unit III shall be increased by three and one quarter percent (3.25%).

#### **SECTION 36.** TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including December 14, 2019 December 10, 2022.

FOR THE COUNTY:	FOR SEIU:/
Keith Fleming, IEDA  Message Agency Labor Balatons Manager	Peter Masiak, Field Director  Blake Huntsman, Field Representative
Margarita Zamora, Labor Relations Manager	biake nunisman, ried representative
Rebecca Chen, Labor Relations Analyst  Mary Woo, Labor Relations Analyst	Yeon Park  Tina Tapia  M W W W  Cara Williams
DATE: 3/13/19	DATE: 3/13/19

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### SIDELETTER OF AGREEMENT March 13, 2019

#### **COUNTY ALLOWANCE**

Effective January 1, 2013 through December 31, 2016, the County shall contribute \$900 annually (County Allowance) toward a cafeteria benefit plan for full-time employees. Effective January 1, 2017 through December 31, 2021, the County shall contribute one thousand one hundred (\$1,100) annually toward a cafeteria benefit plan for full-time employees. Effective January 1, 2022 through the remaining term of the MOU, the County shall contribute one thousand two hundred (\$1,200) annually (County Allowance) toward a cafeteria benefit plan for full-time employees.

The County Allowance This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. Employees hired after January 1<sup>st</sup> shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two (2) full pay periods, and any following partial pay period, prior to December 31<sup>st</sup> shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an employee who reinstates shall not exceed \$1100 one thousand two hundred (\$1,200), minus the sum of the cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

FOR THE COUNTY:	FOR SEIL:
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Keith Fleming, IEDA	Peter Masiak Field Director
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Margarita Zamora, Labor Relations Manager	Blake Huntsman, Field Representative
R. Chy	July
Rebecca Chen, Labor Relations Analyst	Yeon Park
Unx	Ima Lerpea
Mary Woo, Labor Relations Analyst	Tina Tapia
	Tina Tapia  and Williams
	Cara Williams
DATE: 3/13/19	DATE: 3/13/19

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#### THE COUNTY OF ALAMEDA

#### SIDELETTER OF AGREEMENT March 13, 2019

#### SHARE THE SAVINGS

2017 & MODA

- 1. Plan Year 2015: The parties agree that the Countycounty shall increase the existing monthly Share the Savings stipend in Plan Year 2015, so that the new monthly totals shall be as follows:
  - \$200 for those employees who decline all medical coverage;
  - \$150 for those employees who decline Family coverage and elect Single coverage;
  - \$100 for those employees who decline Family coverage and elect 2-party coverage;
  - \$100 for those employees who decline 2-party coverage and elect Single coverage.
- 2. Plan Year 2020: The parties agree that in Plan Year 2020, the County shall increase the monthly Share the Savings noted in 1. above so that the new monthly totals shall be as follows:
  - \$300 for those employees who decline all medical coverage;
  - \$250 for those employees who decline Family coverage and elect Single coverage;
  - \$200 for those employees who decline Family coverage and elect 2-party coverage;
  - \$200 for those employees who decline 2-party coverage and elect Single coverage.

FOR SEIU:
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Peter Masiak, Field Director
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Blake Huntsman, Field Representative
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Jina esepea
Tina Tapla
met le il
Cara Williams
DATE:
DATE: