

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA
and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 12/04/2018 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2018/576

In the Matter of: The Side Letter Agreements between the County of Contra Costa and AFSCME Local 512, AFSCME Local 2700, IFPTE Local 21, Public Employees Union Local 1, Public Employees Union Local 1 CSB Site Supervisors, SEIU Local 1021 Rank & File, SEIU Local 1021 Service Line Supervisors, and Western Council of Engineers providing for MOU extensions, wages, healthcare, and reopener.

The Contra Costa Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

Effective upon adoption, the attached Side Letters of Agreement dated November 13 and 14, 2018, between the County of Contra Costa and AFSCME Local 512, AFSCME Local 2700, IFPTE Local 21, Public Employees Union Local 1, Public Employees Union Local 1 CSB Site Supervisors, SEIU Local 1021 Rank & File, SEIU Local 1021 Service Line Supervisors, and Western Council of Engineers be **ADOPTED**.

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

ATTESTED: December 4, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc: Robert Campbell, County Auditor-Controller, Dianne Dinsmore, Human Resources Director, All County Departments (via County Administration)



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: December 4, 2018

Subject: Resolution No. 2018/576 – Healthcare Coalition Side Letters Providing for MOU Extensions, Wages, Healthcare, and Reopener

RECOMMENDATION(S):

ADOPT Resolution No. 2018/576 approving the Side Letters between the County of Contra Costa and AFSCME Local 512, AFSCME Local 2700, IFPTE Local 21, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers providing for MOU extensions, wages, healthcare, and reopener.

FISCAL IMPACT:

The estimated annual cumulative cost of the negotiated contract extensions for the six unions is \$3.6 million for FY 2018/19 (healthcare subsidy increase for six months assuming no migration of plans); \$27.2 million for FY 2019/20 (\$17.5 million from the 4% wage increase and \$9.7 million for the healthcare subsidy changes); \$47.0 million for FY 2020/21 (\$30.6 million from the wage increases, \$15.4 million for the healthcare subsidy changes, and \$1 million for the reopener); and \$67.3 million for FY 2021/22 (\$43.7 million from the wage increases, \$21.6 million for the healthcare subsidy changes, and \$2 million for the reopener). For the 2020 year and beyond, projections are based on current enrollment and an average eight percent medical inflation cost each year. The out-year on-going annual cost for the extensions of these six unions is \$70.3 million.

APPROVE

OTHER

RECOMMENDATION OF CNTY
ADMINISTRATOR

RECOMMENDATION OF BOARD
COMMITTEE

Action of Board On: **12/04/2018** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II
Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: December 4, 2018

David J. Twa, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance
Director (925) 335-1023

By: June McHuen, Deputy

BACKGROUND:

This Side Letter arises out of a formal request to bargain as a Union Coalition over healthcare by AFSCME Local 512, AFSCME Local 2700, Contra Costa Public Defenders Association, Deputy District Attorneys Association, IFPTE Local 21, Physicians & Dentists Organization of Contra Costa, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers. The County agreed to discuss the issue in the context of a possible contract extension. Like the Coalition, the County wanted to explore options that would meet the needs of our employees and provide financial stability for the County. The Union Healthcare Coalition included nine unions/associations (AFSCME Local 512, AFSCME Local 2700, Contra Costa Public Defenders Association, Deputy District Attorneys Association, IFPTE Local 21, Physicians & Dentists Organization of Contra Costa, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers). Six of these organizations had current contracts, which were set to expire on June 30, 2019 (AFSCME Local 512, AFSCME Local 2700, IFPTE Local 21, Public Employees Union Local 1, SEIU Local 1021, and Western Council of Engineers), and three had open contracts (Contra Costa Public Defenders Association, Deputy District Attorneys Association, and Physicians & Dentists Organization of Contra Costa).

After efficacious bargaining, the County and Union Healthcare Coalition reached a Tentative Agreement on healthcare for employees on November 13 (although bargaining as a Coalition over healthcare, those organizations with open contracts continue to negotiate over other terms and conditions of employment).

The six unions with current contracts immediately began the process of conducting ratification votes. The attached Side Letters are effective following ratification by the individual unions and approval of the Board of Supervisors. Note that this action impacts six unions but there are eight side letters recommended for Board approval because Local One and Local 1021 have separate MOUs for their supervisor and rank and file units. In summary, the County and the unions agreed to modify three sections and add one section to each MOU. All other terms and conditions of the MOUs between the County and unions (July 1, 2016 – June 30, 2019) remain unchanged.

1. Duration of Agreement

- The term of the agreements was extended through June 30, 2022.

2. General Wages

- Effective July 1, 2019, the base rate of pay for classifications represented by the Unions will be increased by four percent (4%),
- Effective July 1, 2020, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).
- Effective July 1, 2021, the base rate of pay for classifications represented by the Union will be increased by three percent (3%).

3. Health, Life, & Dental Care

- The County will adjust its monthly premium subsidies to cover at least the increases for the 2019 plan year.

- Beginning January 1, 2020, the County will provide a premium subsidy of up to 75% of the second lowest priced non-deductible HMO plan (currently Kaiser A) for Employee and Employee +1, and 76.5% for Employee +2 or more.
- Beginning January 1, 2021, the County will provide a premium subsidy of up to 78.5% of the second lowest priced non-deductible HMO plan for all tiers.
- Beginning January 1, 2020, the County will provide a premium subsidy of up to 80% of the second lowest priced non-deductible HMO plan for all tiers.
- Annual contributions into an HSA for active employees who are enrolled in an eligible High Deductible Health Plan and who have an HSA.
- Expanded purview of the Joint Labor/Management Benefits Committee.

4. Non-Healthcare/Non-General Wage Re-opener

- During the months of August through October, 2020, the individual unions may request to reopen their MOU for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the union and agreed upon by the County. The total cost to the County to address the issues that the union requests to negotiate about during the re-opener will be limited to the union's share of \$2 million that will be allocated among the nine unions of the 2018 Healthcare Coalition. The \$2 million will be divided on a per capita basis of total union-represented employees per union as of October 1, 2018. The \$2 million will have a start date no earlier than January 1, 2021.

Permanent full-time and permanent part-time employees represented by Unions, who have finalized an agreement for new medical plan rates for 2019, will be offered a Special Open Enrollment period from December 4 – 6, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

Members will not receive wages nor benefits agreed to in the tentative agreement between the Healthcare Coalition and the County.

ATTACHMENTS

Resolution No. 2018/576

AFSCME 512 Side Letter dated 11/14/18

AFSCME 2700 Side Letter dated 11/14/18

IFPTE Local 21 Side Letter dated 11/14/18

PEU Local 1 Side Letter dated 11/14/18

PEU Local 1 CSB Site Supervisors Side Letter dated 11/14/18

SEIU 1021 Rank & File Side Letter dated 11/13/18

SEIU 1021 Service Line Supervisors Side Letter dated 11/13/18

Western Council of Engineers Side Letter dated 11/14/18

**SIDE LETTER BETWEEN
CONTRA COSTA COUNTY AND SEIU, LOCAL 1021 – RANK AND FILE UNIT**

This Side Letter is by and between SEIU, Local 1021 – Rank and File Unit (“Local 1021”) and the County of Contra Costa (“County”) and is effective following ratification by Local 1021 and approval of the Board of Supervisors.

The County and Local 1021 agree to modify Section 5.1 - General Wages, Section 18 – Health, Life & Dental Care, Section 54.4 - Duration of Agreement, and add Section 55 – Non-Healthcare / Non-General Wage Re-opener, of the Memorandum of Understanding (MOU) between the County and Local 1021 (July 1, 2016 – June 30, 2019) as follows:

- A. Attachment A: Section 5.1 - General Wages,
- B. Attachment B: Section 18 – Health, Life & Dental Care,
- C. Attachment C: Section 54.4 – Duration of Agreement, and
- D. Attachment D: Section 55 – Non-Healthcare/Non-General Wage Re-opener.

The terms of the Side Letter will be incorporated into the next MOU between the County and Local 1021. Except as specifically amended or excluded by the Side Letter, all other terms and conditions of the MOU between the County and Local 1021 (July 1, 2016 – June 30, 2019) remain unchanged.

Date: 11/13/2018

County of Contra Costa:
(Signature / Printed Name)

| | | |
|---|---|---------------|
|  | / | Jeff Bailey |
|  | / | DAVID TWA |
|  | / | Lisa Driscoll |
| _____ | / | _____ |
| _____ | / | _____ |
| _____ | / | _____ |
| _____ | / | _____ |

SEIU, Local 1021 – Rank and File Unit:
(Signature / Printed Name)

| | | |
|--|---|-----------------|
|  | / | DAN JANEYSON |
|  | / | PATRICIA MASIMO |
| _____ | / | _____ |
| _____ | / | _____ |
| _____ | / | _____ |
| _____ | / | _____ |

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 5 – SALARIES

SECTION 5 – SALARIES

5.1 General Wages

A. Effective January 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by five percent (5%).

Effective on July 1, 2017, the base rate of pay for all classifications represented by the Union will be increased by two percent (2%).

Effective on July 1, 2018, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

Effective July 1, 2019, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).

Effective July 1, 2020, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

Effective July 1, 2021, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).

B. Longevity Pay: Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.

Dated: 4/13/24

Contra Costa County:
(Signature / Printed Name)

Alex Coy / Jeff Bailey
[Signature] / DAVID TWAH
[Signature] / Lisa Driscoll

SEIU Local 1021, Rank and File Unit:
(Signature / Printed Name)

[Signature] / POTAN MASIAK
[Signature] / DAN JAMEYSON

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 18 – HEALTH, LIFE & DENTAL CARE

SECTION 18 – ~~HEALTH, LIFE & DENTAL CARE~~ MEDICAL, DENTAL & LIFE INSURANCE

18.1 Health Plan Coverages.

The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental
5. ~~DeltaCare (PMI)~~

Medical Plans:

All employees will have access to the following medical plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

Health Net PPO Plan B ~~will be~~was eliminated for all employees beginning January 1, 2018.

In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081), the Joint Labor/Management Benefit Committee will meet to consider plan design and other changes in an effort to mitigate the negative impact of the excise penalty. If the Committee is unable to make sufficient plan changes and the plan(s) continue to meet the criteria for high cost employer-sponsored health plan(s), such plan(s) will be eliminated for all employees beginning January 1, 2018.

18.2 Monthly Premium Subsidy:

- A. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage

ATTACHMENT B

SEIU LOCAL 1021, RANK AND FILE UNIT SECTION 18 – HEALTH, LIFE & DENTAL CARE

of the premium charged by the plan. The County will pay the following monthly premium subsidy:

| Health & Dental Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---|----------|--------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$509.92 | \$1,214.90 | \$1,214.90 |
| Contra Costa Health Plans (CCHP), Plan B | \$528.50 | \$1,255.79 | \$1,255.79 |
| Kaiser Permanente Health Plans | \$478.91 | \$1,115.84 | \$1,115.84 |
| Health Net HMO Plans | \$627.79 | \$1,540.02 | \$1,540.02 |
| Health Net PPO Plans | \$604.60 | \$1,436.25 | \$1,436.25 |
| Kaiser High Deductible Health Plan | \$478.91 | \$1,115.84 | \$1,115.84 |
| Delta Dental <u>PPO</u> with CCHP A or B | \$41.17 | \$93.00 | \$93.00 |
| Delta Dental <u>PPO</u> with Kaiser or Health Net | \$34.02 | \$76.77 | \$76.77 |
| Delta Dental <u>PPO</u> without a Health Plan | \$43.35 | \$97.81 | \$97.81 |
| DeltaCare (PMI) <u>HMO</u> with CCHP A or B | \$25.41 | \$54.91 | \$54.91 |
| DeltaCare (PMI) <u>HMO</u> with Kaiser or Health Net | \$21.31 | \$46.05 | \$46.05 |
| DeltaCare (PMI) <u>HMO</u> without a Health Plan | \$27.31 | \$59.03 | \$59.03 |

- B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.
- C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.
- D. **Joint Labor/Management Benefit Committee.**
1. The Unions and County agree to create a Joint Labor/Management Benefit Committee ("Benefit Committee"). The Benefit Committee will be composed of two (2) representatives (not including Union/Association staff) from each Union/Association in the County and Management representatives to be determined. The Benefit Committee replaces the existing Healthcare Oversight Committee. The existing Healthcare Coalition will remain, but may meet quarterly. The Benefit Committee will convene no later than February 1, 2016, after ratification of this Agreement.

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SECTION 18 – HEALTH, LIFE & DENTAL CARE

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2. The Benefit Committee will convene in order to 1) select a replacement medical or dental plan in the event that a plan listed in this Section 18 is no longer available; 2) design a wellness program; 3) discuss future medical, dental, or vision plan design; or 4) assess the future impact of any excise tax pursuant to the federal Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18081) on any high cost medical plans offered by the County. If the Benefits Committee is selecting a replacement medical or dental plan for a plan that is no longer available, the selection must be unanimously agreed upon by the Union/Association representatives on the Committee and any such selected plan will be available to employees represented by the Unions and incorporated into their respective MOUs after ratification by each Union/Association.

 3. Immediately upon adoption of an overall contract extension package agreement, the County and the Coalition Union/Association Benefit Committee representatives will work together as equal partners to 1) identify a new medical plan carrier to replace Health Net, and 2) explore the costs of CalPERS Health and other plan options including but not limited to the SEIU Taft-Hartley Trust plans as possible future replacements with the goal of beginning with the 2020 plan year. Any replacement plans selected must not increase the County’s retiree health costs.

 4. The new medical plan carrier that will replace Health Net must include an HMO plan and one plan providing out-of-network provider coverage.

 5. Once all nine (9) Coalition Union/Association representatives on the Benefit Committee and the County have agreed on the new medical plan carrier to replace Health Net, the new medical plan will replace Health Net for all Coalition Unions/Associations the following January 1.

 6. Each year, County will coordinate a team composed of the County, the County’s benefits consultant, and Union/Association Benefit Committee representatives, to work as equal partners to provide input for the annual negotiations with the medical plan providers over the plan premiums for the next plan year. The team will have authority to make information requests, request and observe presentations by the County’s healthcare consultant regarding

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SECTION 18 – HEALTH, LIFE & DENTAL CARE

premium rates and ask questions, and help guide the strategy of the County in the annual negotiations.

7. County and Unions/Associations of the Coalition will jointly work to educate employees regarding the cost benefits of lower cost plans, including the Kaiser High Deductible Health Plan.

2-8. County and Union/Association Benefit Committee representatives will jointly work as equal partners to seek plan design changes across all plans that would reduce costs and improve quality of care.

18.3 Retirement Coverage:

A. Upon Retirement:

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 18.2 for eligible retirees and their eligible family members.
2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.
3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

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- B. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.
1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
 2. Life insurance coverage is not included.
 3. To continue health and dental coverage, the employee must:
 - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
 - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
 - c. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
 - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
 4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County ~~Auditor-Controller~~[Human Resources Department-Employee Benefits Division](#). When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.
 5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement

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period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
 7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer.
- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage: All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D. Subject to the provisions of Section 18.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E. For purposes of this Section 18.3 only, "eligible family members" does not include Survivors of employees or retirees.

18.4 Health Plan Coverages and Provisions: The following provisions are

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 18 – HEALTH, LIFE & DENTAL CARE

applicable regarding County Health and Dental Plan participation:

~~A. Health, Dental and Life Participation by Other Employees: Permanent part time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.~~

B. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

18.5 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

A. Health Insurance

1. Eligible Dependents:

- a. Employee's Legal Spouse
- b. Employee's qualified domestic partner
- c. Employee's child to age 26
- d. Employee's Disabled Child who is:
 - (1) over age 26,
 - i. Unmarried; and,
 - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

B. Dental Insurance

1. Eligible Dependents [all dental plans:](#)

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 18 – HEALTH, LIFE & DENTAL CARE

-
- a. Employee's Legal Spouse
 - b. Employee's qualified domestic partner
 - ~~c. Employee's unmarried child who is:
 - ~~(1) Under age 19; or~~
 - ~~(2) Age 19, or above, but under age 24; and,
 - ~~i. Resides with the Employee for more than 50% of the year excluding time living at school; and,~~
 - ~~ii. Receives at least 50% of support from Employee; and,~~
 - ~~iii. Is enrolled and attends school on a full-time basis, as defined by the school.~~~~~~

- ~~dc. Employee's Disabled Child who is:
 - ~~(1) Over age 19,
 - ~~i. Unmarried; and,~~
 - ~~ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.~~~~~~

- e2. Delta Dental PPO Only:
 - Employee's unmarried child who is:
 - (1) Under age 19; or
 - (2) Age 19, or above, but under age 24; and
 - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
 - ii. Receives at least 50% of support from Employee; and
 - iii. Is enrolled and attends school on a full-time basis, as defined by the School.

- e3. Delta Care HMO Only – Employee's Child to age 26

- 24. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

18.6 Dual Coverage:

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County

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employee or retiree.

- B. All dependents, as defined in Section 18.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both ~~husband and wife~~ parents are County employees, all of their eligible children may be covered as dependents of either ~~the husband or the wife~~ parent, but not both.
- C. For purposes of this Section 18.6 only, “County” includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

18.7 Medical Plan Cost-Sharing on and after January 1, 2016.

- aA. For the plan year that begins on January 1, 2016, the County will pay the monthly premium subsidy for medical plans stated in subsection 18.2.A. In total, the County will pay the following amounts for the 2016 plan year:

| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|--|----------|--------------------------|-----------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$530.56 | \$1,049.81 | \$1,646.89 |
| Contra Costa Health Plans (CCHP), Plan B | \$549.42 | \$1,068.65 | \$1,737.03 |
| Kaiser Permanente Health Plan A | \$435.38 | \$803.96 | \$1,493.79 |
| Kaiser Permanente Health Plan B | \$445.04 | \$881.68 | \$1,407.40 |
| Health Net HMO Plan A | \$669.34 | \$1,131.34 | \$2,280.09 |
| Health Net HMO Plan B | \$662.01 | \$1,280.20 | \$2,060.75 |
| Health Net PPO Plan A | \$727.94 | \$1,112.03 | \$2,755.43 |
| Health Net PPO Plan B | \$715.64 | \$1,144.40 | \$2,623.86 |
| Kaiser High Deductible Health Plan 4310 | \$447.04 | \$916.72 | \$1,387.40 |

- bB. For the plan year that begins on January 1, 2017, and for the ~~term of this agreement~~ plan year that begins January 1, 2018, if there is an increase in the monthly premium, including any plan premium penalty, charged by a medical plan, the County and the employee will each pay fifty percent (50%) of the monthly increase that is above the amount of the 2016 plan premium. The fifty percent (50%) share of the monthly medical plan increase paid by the County is in addition to the amounts paid by the County in subsection 18.7.aA., above, for medical plans.

- eC. 2016 Plan Premium Amounts: For purposes of calculating the County and Employee cost-sharing increases described in 18.7.bB., above, the following are the 2016 total monthly medical plan premium amounts:

ATTACHMENT B

**SEIU LOCAL 1021, RANK AND FILE UNIT
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| Medical Plans | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|--|------------|--------------------------|-----------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$657.08 | \$1,314.15 | \$1,971.23 |
| Contra Costa Health Plans (CCHP), Plan B | \$728.38 | \$1,456.77 | \$2,185.15 |
| Kaiser Permanente Health Plan A | \$749.80 | \$1,499.60 | \$2,249.39 |
| Kaiser Permanente Health Plan B | \$585.68 | \$1,171.36 | \$1,757.04 |
| Health Net HMO Plan A | \$1,208.76 | \$2,417.52 | \$3,626.27 |
| Health Net HMO Plan B | \$840.55 | \$1,681.10 | \$2,521.65 |
| Health Net PPO Plan A | \$1,643.40 | \$3,286.80 | \$4,930.20 |
| Health Net PPO Plan B | \$1,479.47 | \$2,958.94 | \$4,438.40 |
| Kaiser High Deductible Health Plan | \$470.10 | \$940.21 | \$1,410.32 |

dD. Notwithstanding subsections aA. and bB. of 18.7, above, beginning the month following a special open enrollment in the 2017 plan year, the County will pay for active employees the following total amounts for the Kaiser Permanente Health Plan A:

| Medical Plan | Employee | Employee +1 Dependent | Employee +2 or More Dependents |
|---------------------------------|----------|--------------------------|-----------------------------------|
| Kaiser Permanente Health Plan A | \$496.07 | \$938.73 | \$1,623.57 |

For ~~each subsequent~~the 2018 plan year ~~during the term of the agreement~~, the premium increase cost-sharing referenced in subsection 18.7.bB., above, for the Kaiser Permanente Plan A only will be in addition to the amounts paid by the County in this subsection 18.7.dD.

E. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans stated below:

| Employee Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|--------------------|--------------------------------------|-------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$812.06 | \$641.65 | \$170.41 |
| Contra Costa Health Plans (CCHP), Plan B | \$900.19 | \$672.58 | \$227.61 |
| Kaiser Permanente Health Plan A | \$877.30 | \$607.00 | \$270.30 |
| Kaiser Permanente Health Plan B | \$697.28 | \$600.00 | \$97.28 |
| Health Net HMO Plan A | \$1,677.56 | \$986.18 | \$691.38 |
| Health Net HMO Plan B | \$1,166.55 | \$882.34 | \$284.21 |
| Health Net PPO Plan A | \$2,340.40 | \$1,226.79 | \$1,113.61 |

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| | | | |
|------------------------------------|----------|----------|--------|
| Kaiser High Deductible Health Plan | \$559.68 | \$559.68 | \$0.00 |
|------------------------------------|----------|----------|--------|

| Employee +1 Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|------------------------|---------------------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$1,624.10 | \$1,271.99 | \$352.11 |
| Contra Costa Health Plans (CCHP), Plan B | \$1,800.37 | \$1,314.95 | \$485.42 |
| Kaiser Permanente Health Plan A | \$1,754.60 | \$1,160.00 | \$594.60 |
| Kaiser Permanente Health Plan B | \$1,394.56 | \$1,200.00 | \$194.56 |
| Health Net HMO Plan A | \$3,355.12 | \$1,765.02 | \$1,590.10 |
| Health Net HMO Plan B | \$2,333.10 | \$1,720.86 | \$612.24 |
| Health Net PPO Plan A | \$4,680.80 | \$2,109.72 | \$2,571.08 |
| Kaiser High Deductible Health Plan | \$1,119.36 | \$1,119.36 | \$0.00 |

| Employee +2 or More Dependent Medical Plans | Monthly Premium | County Monthly Premium Subsidy | Employee Monthly Premium Cost |
|--|------------------------|---------------------------------------|--------------------------------------|
| Contra Costa Health Plans (CCHP), Plan A | \$2,436.18 | \$1,980.17 | \$456.01 |
| Contra Costa Health Plans (CCHP), Plan B | \$2,700.56 | \$2,106.48 | \$594.08 |
| Kaiser Permanente Health Plan A | \$2,631.90 | \$1,955.00 | \$676.90 |
| Kaiser Permanente Health Plan B | \$2,091.84 | \$1,825.00 | \$266.84 |
| Health Net HMO Plan A | \$5,032.68 | \$3,230.62 | \$1,802.06 |
| Health Net HMO Plan B | \$3,499.65 | \$2,721.74 | \$777.91 |
| Health Net PPO Plan A | \$7,021.20 | \$4,251.97 | \$2,769.23 |
| Kaiser High Deductible Health Plan | \$1,679.04 | \$1,679.04 | \$0.00 |

F. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee +1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay 76.5% of the total medical plan premium for the Employee +2 or more Dependents tier of the second lowest priced non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

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2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and a half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated dollar amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

| <u>Kaiser Permanente Health Plan B</u> | <u>Employee Monthly Premium Cost</u> |
|--|--------------------------------------|
| <u>Employee</u> | <u>\$20.00</u> |
| <u>Employee +1 Dependent</u> | <u>\$40.00</u> |
| <u>Employee + 2 or More Dependents</u> | <u>\$60.00</u> |

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

G. Beginning 2022, the County will review technological advancements in the area of benefits administration and consider asking any eligible employee who waives County health insurance to provide proof of other health insurance coverage.

18.8 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County’s program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

18.9 Supplemental Life Insurance: In addition to the life insurance benefits provided by this Agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

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18.10 Health Care Spending Account. After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee

18.11 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

18.12 Voluntary Vision Plan: Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

18.13 Health Savings Account with High Deductible Health Plan:

A. Active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan may select a Health Savings Account (“HSA”) offered through Kaiser Permanente under the following conditions and subject to any other laws, regulations or rules governing HSAs:

1. Only active employees who are enrolled in the Kaiser High Deductible Health Plan may elect to initially enroll in the HSA. The HSA is not available to permanent-intermittent or temporary employees.
2. Employees may only contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code.
3. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds.
4. Employees are responsible for paying any HSA account management fees charged by the HSA administrator.
5. The County does not manage or administer the HSAs.

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B. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars (\$500) into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

C. For the 2020 Plan Year and each year thereafter, the County will contribute six hundred and twenty-five dollars (\$625) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

~~Beginning with the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent intermittent employees.~~

18.14 Dependent Care Assistance Program: The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

18.15 Premium Conversion Plan: The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

18.16 Prevailing Section: To the extent that any provision of this Section (Section 18 - ~~Health, Life & Dental Care~~Medical, Dental & Life Insurance) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 18 - ~~Health, Life & Dental Care~~Medical, Dental & Life Insurance) will prevail.

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 18 – HEALTH, LIFE & DENTAL CARE

18.17 Rate Information. The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

18.18 Partial Month. The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

18.19 Coverage During Absences.

Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

18.20 Health Benefit Access for Employees Not Otherwise Covered. To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

ATTACHMENT B

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 18 – HEALTH, LIFE & DENTAL CARE

Dated: 11/14/18

Contra Costa County:
(Signature / Printed Name)

Lisa Discol / Lisa Discol
Jeff Bailey / Jeff Bailey
/
/
/
/

SEIU Local 1021, Rank and File Unit:
(Signature / Printed Name)

Patricia Mary / Patricia Mary
Brandon Webb / Brandon Webb
Dan Jameson / DAN JAMEXSON
/
/
/

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF
PROVISION

**SECTION 54 – SCOPE OF AGREEMENT AND SEPARABILITY OF
PROVISION**

54.4 Duration of Agreement. This Agreement will continue in full force and effect from July 1, 2016 to and including June 30, ~~2019~~ 2022. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date, of its intention to amend, modify or terminate the agreement.

Dated: 11/13/2018

Contra Costa County:
(Signature / Printed Name)

Jeff Bailey / Jeff Bailey
DAVID TWA / DAVID TWA
Lisa Driscoll / Lisa Driscoll

SEIU Local 1021, Rank and File Unit:
(Signature / Printed Name)

DAN JAMEYSON / DAN JAMEYSON
Peter M. ... / Peter M. ...

SEIU LOCAL 1021, RANK AND FILE UNIT
SECTION 55 – NON-HEALTHCARE / NON-GENERAL
WAGE RE-OPENER

SECTION 55 – NON-HEALTHCARE / NON-GENERAL WAGE RE-OPENER

During the months of August through October, 2020, the Union may request to reopen this MOU for the limited purpose of negotiating over a specific and finite list of non-healthcare/non-general wage/non-lump sum issues identified by the Union and agreed upon by the County. The total cost to the County to address the issues that the Union requests to negotiate about during the re-opener will be limited to the Union's share of \$2 million that will be allocated among the nine unions of the 2018 Healthcare Coalition. The \$2 million will be divided on a per capita basis of total union-represented employees per union as of October 1, 2018. These per capita figures will be provided to the County in one document by the Healthcare Coalition along with the request to reopen the MOU. The \$2 million will have a start date no earlier than January 1, 2021.

Dated: 11/13/2018

Contra Costa County:
(Signature / Printed Name)

[Signature] / Jeff Bailey
[Signature] / DAVID TWA
[Signature] / Marshall Lisa Driscoll

SEIU Local 1021, Rank and File Unit:
(Signature / Printed Name)

[Signature] / DAN JAMESON
[Signature] / Peter M...

