SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA ("COUNTY")
AND
DEPUTY SHERIFFS' ASSOCIATION ("DSA")

MEMORANDUM OF UNDERSTANDING SECTION 11.A.
LANGUAGE CHANGES DUE TO CHANGE IN MEDICAL COVERAGE

September 10, 2021

The County and DSA have reached agreement to amend Section 11 of the 2012-2025 Memorandum of Understanding ("MOU") as follows:

SECTION 11. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE

11.A. HEALTH PLAN COVERAGE.

The County offers Health Maintenance Organization (HMO) medical plan options, and effective February 1, 2022, a Preferred Provider Organization (PPO)/Indemnity medical plan. At least one (1) option shall include, but not limited to, a plan with the following co-payments: office visit $15 per visit, emergency room up to $50 per visit, and prescription coverage. Alternative plan options listed in subsection 11.A.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 11.A.1 (Payment of Premiums) below.

1. **Payment of Premiums**: Effective July 1, 2018, the County shall contribute eighty-five percent (85%) of the total semi-monthly medical premium for an HMO plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).

   For coverage effective February 1, 2022, the County shall contribute eighty-five percent (85%) of the total semi-monthly premium towards the coverage of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of a PPO/Indemnity plan at the employee's applicable level of enrollment (i.e. Self, Self + 1, Family).

2. **Proration**: The County contribution (in subsection 11.A.1 (Payment of Premiums)) shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying 100% of the semi-monthly medical premium for the benefit.

3. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix C), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26, when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage 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 (1) choice from the following list of medical plan coverages:

a. Up to one (1) full family HMO plan.
b. Up to one (1) full family PPO/Indemnity plan.
c. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.
d. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

4. <u>Effect of Leave Without Pay and Re-Enrollment</u>: Employees on leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 11.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage medical plan during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses his or her medical plan coverage for three (3) months or less, shall be allowed to re-enroll as a continuing member in the same plan under which the employee had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

5. <u>Special Enrollment Due to Change in Status</u>: To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.

6. <u>Open Enrollment</u>: Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.

7. <u>Continuing Coverage Due to Layoff</u>: Employees laid off as a result of a reduction in force will be entitled to one (1) month of County-paid medical plan coverage equal to the medical plan coverage the month prior to layoff.

11.B. DENTAL PLANS.

The County offers both a Dental Health Maintenance Organization (DHMO) and a Preferred Provider Organization (PPO) dental plan options. Alternative plan options listed in subsection 11.B.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

1. <u>Payment of Premiums</u>: The County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not in paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

Effective Plan Year 2012, the PPO dental annual maximum allowable shall be $1450.

2. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix C), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

   Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:

   a. Up to one (1) full family PPO plan together with up to one (1) PPO supplemental plan;
   b. Up to one (1) full family PPO plan together with up to one (1) full family DHMO plan;
   c. Up to one (1) full family DHMO plan; or
   d. Up to one (1) full family PPO plan.

   For County employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

3. **Effect of Leave Without Pay and Re-Enrollment**: Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage 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 leave without pay by completing the appropriate enrollment form within thirty (30) 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 employees 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 that are applicable to the plan year in which they reinstate. The effective date of coverage will be based on guidelines established by the County.

4. **Special Enrollment due to Change in Status:** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.

5. **Open Enrollment**: Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.

6. **Orthodontic Coverage**: An orthodontics policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This

policy is subject to premium costs, eligibility requirement, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.

7. **Dental Benefits Subject to Availability.** The foregoing County-offered benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer 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 effect of such benefit changes.

11.C. CHANGES IN MEDICAL AND DENTAL COVERAGE. The County and the Association agree that this MOU shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the medical and dental plan benefits and contribution rates.

11.D. VISION PLAN. Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.

11.E. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plans) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 11.E.2 (Proration).

1. **Tiers and Monthly Stipend**: The County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	**Monthly Stipend**
Employees who decline all medical coverage.	$100.00
Employees who decline Family coverage and elect Single coverage.	$75.00
Employees who decline Family coverage and elect 2-Party coverage.	$50.00
Employees who decline 2-Party coverage and elect Single coverage.	$50.00

2. **Proration:** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.

3. **Effects of Leave Without Pay**: Employee is on leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 11.E.2. (Proration).

11.F. CAFETERIA BENEFIT PLAN. Employees shall be eligible to participate in the County's Cafeteria Benefit Plan. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary, to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 11.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first 30 days of becoming eligible, the County Allowance will be allocated towards the eligible plans as follows, if elected:

- Medical

- Vision
- Supplemental Employee Group Life Insurance

The remaining County Allowance funds, up to five hundred dollars ($500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate pre-tax salary contributions towards eligible Health Care and/or Dependent Care Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 11.G.4. (Unallocated and/or Unused Funds).

11.G. COUNTY ALLOWANCE.

To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 11.F. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 11.G.2. (Proration)).

1. **Annual Allowance**: The annual County Allowance amount shall be six-hundred dollars ($600) effective Plan Year 2012 through 2025.

2. **Proration**: The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount stipulated in subsection 11.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

   The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 11.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation**: Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to his or her County Allowance allocation or Flexible Spending Accounts during the plan year.

4. **Unallocated and/or Unused Funds**: Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 11.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars ($500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars ($500) shall be paid as after-tax earnings on a semi-monthly basis.

   Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care and/or Dependent Care) at the end of the year, including salary contributions, are County funds.

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