CONTRA
COSTA
COUNTY

Human Resources Department

Administration Building

651 Pine Street, Third Floor
Martinez, CA 94553-1292
(925) 335-1770

Ted J. Cwiek
Assistant County Administrator
Director of Human Resources

November 17, 2011

Hand delivered

Felix Huerta, Chairman
Coalition Unions
c/o AFSCME Local 512
1333 Pine St., Suite I
Martinez, CA 94553

RE: Last, Best, Final Offers (A & B) Coalition Unions

Dear Mr. Huerta:

Since April 28, 2011, representatives of Contra Costa County (County) and the Coalition Unions (Coalition) made up of AFSCME Local 512, AFSCME Local 2700, PEU Local One, SEIU Local 1021, and the Western Council of Engineers, have actively engaged in the collective bargaining process to negotiate successor Memoranda of Understanding (MOUs) to the Coalition MOUs that expired on June 30, 2011. As of the date of this letter, the parties have engaged in at least 27 bargaining sessions. At this time, the parties are far apart on significant proposals.

The County has clearly stated throughout these negotiations the need for labor concessions. Admittedly, the economic conditions of these times are painful for us all. It is in the public interest to help preserve public services during these difficult economic times and to help limit the adverse impact that reduced revenues will have on County employment. In addition, the Property Tax was budgeted to be flat this fiscal year starting July 1, 2011. Unfortunately, due to the continued downturn in the economy, property taxes will not be flat. There was a $700 million decrease in the local tax base reported by the Assessor on July 1, 2011. This represented a 0.5% loss in assessed value, which translates to another drop in property taxes. In the General Fund alone, current secured taxes are projected to be more than a million dollars less than last year and total taxes for current properties more than $1.8 million less.

It is unfortunate that the Coalition has not adequately addressed these economic circumstances in a realistic manner. There is no sign that the County's fiscal situation will improve in the near future. This fiscal year budget relies upon optimistic revenue projections and the use of one-time money that will disappear at the end of the fiscal year. We have met at least 27 times and have exchanged more than 150 proposals and counter proposals. The County has seriously considered the costs of the increases requested by the Coalition Unions. The County believes that it can no longer wait for the Coalition to bargain toward meaningful relief.

The gulf separating the parties is perhaps best demonstrated by the Coalition's proposal regarding health care. As you may be aware, in the last round of collective bargaining, the parties agreed to many changes to health care in an effort to reduce the liability of the County for Other Post-Employment Benefits (OPEB). Based on those changes, and those secured from other bargaining units, the County's OPEB liability has been decreased by over 1.6 billion dollars and a plan is in place to eliminate these obligations over the next 30 years. In the face of this progress, the Coalition proposes to increase the County's cost of health care by over a million dollars each year and by hundreds of millions of dollars of long term OPEB liability. In light of the foregoing, the County believes we are at impasse and hereby submits to the Coalition the attached two alternative Last, Best, and Final Offers.

The Last, Best, and Final Offer (LBFO) presented in Offer A is a package proposal that is conditioned upon agreement by December 2, 2011, and upon ratification by December 19, 2011. Offer A includes the tentative agreements the parties have previously reached. In addition, Offer A is comprised of the following terms:

1. Contract Term: July 1, 2011 through June 30, 2013.

2. Salaries: A 3% across the board wage reduction effective on July 1, 2012. This will be a permanent wage reduction. This wage reduction will decrease all wage-related differentials including pension contributions, overtime rates, etc. Language in the existing MOUs regarding "Shared Sacrifice" will be deleted. The County remains open to discussing specific classifications for equity adjustments as identified by the Coalition in the Meet and Confer process.

3. Pension Subvention: Effective on January 1, 2012, employees will pay 100% of the employee share of the basic retirement benefit contributions, as fully set forth in Attachment 1.

4. Federal Law Changes: The definitions of "eligible dependent" for health and dental insurance plans are modified to conform to the new federal health care law, as fully set forth in Attachment 2.

5. Vacation Buy-Back: Employees promoted or hired by the County into any classification represented by AFSCME 512, Local One-CSB unit, and SEIU-Service Line Supervisors, on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by AFSCME 512, Local One-CSB unit, and SEIU-Service Line Supervisors, will retain that benefit after promoting into a classification represented by those unions.

6. New Retirement Tiers: As fully set forth in Attachment 3, a new Lower Retirement Tier IV would apply to non-safety employees hired on and after January 1, 2013. As fully set forth in Attachment 4, a new lower Safety Tier D would apply to safety employees hired on or after January 1, 2013. In Tier IV, the benefit formula is 2% at 60. In Safety Retirement Tier D, the benefit formula is 3% at 55. For both new Tiers, the COLA will not exceed 2% and is banked; final compensation will be based on a consecutive 36 month period; the retirement allowance is capped at 90% of final compensation. The delayed implementation date allows for enabling legislation.

7. Personal Holiday Credit: Personal holiday credits will be increased by 2 hours per month per employee, effective on January 1, 2012.

8. All other terms of the expired MOU remain unchanged.

The Last, Best, and Final Offer (LBFO) presented in Offer B is a package proposal that is conditioned upon agreement by December 2, 2011, and upon ratification by December 19, 2011. Offer B includes the tentative agreements the parties have previously reached. In addition, Offer B is comprised of the following key terms:

1. Contract Term: July 1, 2011 through June 30, 2012.

2. Salaries: A 3.2% across the board wage reduction effective on December 1, 2011. This will be a permanent wage reduction. This wage reduction will decrease all wage related differentials including pension contributions, overtime rates, etc. Language in the existing MOUs regarding "Shared Sacrifice" will be deleted. The County remains open to discussing specific classifications for equity adjustments as identified by the Coalition in the Meet and Confer process.

3. Pension Subvention: Effective on December 1, 2011, employees will pay 100% of the employee share of the basic retirement benefit contributions, as fully set forth in Attachment 5.

4. Federal Law Changes: The definitions of "eligible dependent" for health and dental insurance plans are modified to conform to the new federal health care law, as fully set forth in Attachment 2.

5. Vacation Buy-Back: Employees promoted or hired by the County into any classification represented by AFSCME 512, Local One-CSB unit, and SEIU-Service Line Supervisors, on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by AFSCME 512, Local One-CSB unit, and SEIU-Service Line Supervisors, will retain that benefit after promoting into a classification represented by those unions.

6. All other terms of the expired MOUs remain unchanged.

The County recognizes that reductions in compensation represent difficult concessions for the Coalition members to accept. Other employees inside and outside the County have made major sacrifices in an effort to preserve employment and maintain the services badly needed during the recession. The County has long held out hope for proposals from the Coalition that reflected an understanding of the severe fiscal pressures facing the County and its citizens and its corresponding willingness to contribute in a like manner. The Coalition's not accepting a cut in base wages, and the fact that the new fiscal year has already begun, are among the clearest signs that such hope is no longer justified.

Given the continuing economic weakness and uncertainty and the inability to continue with protracted negotiations given that the new fiscal year has already commenced, the County believes it has no other reasonable alternative but to ask Coalition represented employees for the sacrifices contained in the attached offers. If the County does not receive written notice from the representatives of the Coalition that the Coalition has accepted the terms of one of the attached offers in its entirety, without alteration or condition, by the close of business, 5:00 p.m., on December 2, 2011, the County will deem that the Coalition has rejected these offers and that the parties continue to be at impasse.

The County's negotiating team will be glad to answer questions and discuss the terms of these offers at the parties' next scheduled negotiation session on December 1, 2011. Further negotiations may also be scheduled depending on the parties' availability. The County is also willing to listen to and consider any realistic alternatives the Coalition may wish to place on the table. However, it should be clear by now that the County sees that a broad chasm exists between what it would consider "realistic" and anything the Coalition has thus far put forth to clear a path to a negotiated settlement. While the County's collective minds remain open, it will take unequivocal concrete proposals of a different kind than previously offered by the Coalition to resurrect hope in the County's position, especially in light of the fact that the new fiscal year has already commenced and the necessary savings are still needed.

Please deliver written notice of the Coalition's decision to accept or reject the County's offers to Ted Cwiek or Deborah Kal of the County's Human Resources Department/Labor Relations Division by the close of business, 5:00 pm, December 2, 2011. The County genuinely hopes that the Coalition will accept one of the County's offers and looks forward to hearing the decision.

Thank you for your serious consideration of this matter.

Sincerely,

Ted Cwiek
Assistant County Administrator/Director of Human Resources

Attachments

CC: Coalition Head Table:
PEU Local One
SEIU Local 1021
AFSCME Local 2700
AFSCME Local 512
Western Council of Engineers

BCC: David Twa, County Administrator
Keith Fleming, IEDA
Vickie Dawes, Senior Deputy County Counsel
Mary Ann Mason, Assistant County Counsel
Cynthia Schwerin, Assistant County Counsel
Lisa Driscoll, County Finance Director
Elizabeth Verigin, Assistant Auditor/Controller
Deborah Preston, Assistant Human Resources Director
Deborah Kal, Principal Labor Relations Negotiator
Kevin Powell, Labor Relations Specialist II
File

ATTACHMENT 1

COUNTY LAST, BEST AND FINAL OFFER A

Package Proposal **County MOD Proposal No. 1**

AFSCME, LOCAL 512

AFSCME Local 512 (Section 28)

Presented on: November 17, 2011

SECTION 28 – RETIREMENT CONTRIBUTION

28.1 Contribution. Effective on January 1, 2012 ~~July 1, 2011, the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%) one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ Except as provided in section 28.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by AFSCME Local 512 expire September 30, 2006.~~

~~**28.2 Tier III**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~D. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as 'Labor Coalition') enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~E. 1. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~b. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~c. in the event the County's costs attributable to the Tier III Retirement Plan are less than three (3) million dollars per year, the difference shall be divided by twelve (12) and each~~

~~twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

~~d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~2. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~3. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~4. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~F. 1. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~1. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective~~

~~October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~G. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~H. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

SECTION 19 – RETIREMENT CONTRIBUTION

19.1 Contribution. Effective on January 1, 2012 ~~December 1, 2011~~ ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1.~~ ~~E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution~~The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**19.2 Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~a. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~b. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~c. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~d. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as 'Labor Coalition') enrolled in Tier II who have attained five (5) years of retirement credited service as of the~~

~~effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~b. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~c. in the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

~~d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the~~

~~beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

COUNTY LAST, BEST AND FINAL OFFER A

Package Proposal **COUNTY MOD PROPOSAL NO. 1**

COALITION UNION – AFSCME, Local 2700 (Section 19)

Retirement Contribution

Presented on: November 17, 2011

~~Employees in Tier 2 with ten (10) or more years of County/District service will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: _______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – AFSCME 2700:** *(Signature / Printed Name)*
_____ / _____	_____ / _____
_____ / _____	_____ / _____
_____ / _____	_____ / _____
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COUNTY **LAST, BEST AND FINAL OFFER A**

Package Proposal **COUNTY MOD PROPOSAL NO. 1**

PEU Local One

Section 27 - Retirement Contribution

Presented on: November 17, 2011

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on January 1, 2012, ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%) one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ Except as provided in section 27.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by Contra Costa County Employees' Association Local One expire September 30, 2006.~~

~~**27.2 Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~D. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as "Labor Coalition") enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period~~

~~after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~A. Be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by $3 million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~B. In the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~C. In the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve (12) and each twelfth (12^th^) shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one (1) twelfth (12^th^) had been invested in the first month of the past year, two (2) twelfths (12ths) in the second month of the past year and so forth; and~~

~~D. Any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~E. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from~~

~~the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~The establishment of the Tier III Retirement Plan pursuant to the terms of this MOU shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~The County agrees to permit employees in the Hazardous Materials Specialists and the Airport Operations Specialists classifications to participate in the Tier II~~

~~Buy-Back Program for a six (6) month period from the date the MOU is adopted by the Board of Supervisors.~~

~~Employees in the above classifications with ten (10) or more years of County/District service may replace Tier II benefits with Tier III benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

COUNTY LAST, BEST AND FINAL OFFER A

Package Proposal **COUNTY MOD PROPOSAL NO. 1**

COALITION UNION – CSB Site Supervisor Unit

Section 28 - Retirement Contribution

Presented on: November 17, 2011

SECTION 28 – RETIREMENT CONTRIBUTION

28.1 Contribution. Effective on January 1, 2012 ~~December 1, 2011,~~ ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

Date: ________________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – CSB-Site Supervisors:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER A
Package Proposal COUNTY MOD PROPOSAL NO. 1
COALITION UNION –SEIU 1021 Rank and File (Section 19)
Retirement Contribution
Presented on: November 17, 2011

SECTION 19.1 – RETIREMENT CONTRIBUTION

19.1 Contribution. Effective on January 1, 2012 ~~December 1, 2011~~ ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~Except as provided in section 19.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by SEIU 1021 expire September 30, 2006.~~

~~**19.2 Tier III Retirement Plan**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

1. ~~The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

2. ~~Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

3. ~~The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association~~

~~and shall be based on the employee's age at entry into the retirement system.~~

~~4. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as Labor Coalition), enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and,~~

~~3. in the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the~~

~~difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and,~~

~~4. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~5. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~b. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~c. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~d. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~6. a. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~b. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the~~

~~County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~7. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service will be eligible to participate in the County's buyback program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

~~1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

~~2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

~~3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: ________________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – SEIU 1021 R&F:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER A
Package Proposal COUNTY MOD PROPOSAL NO. 1
COALITION UNION – SEIU 1021 SLS Unit (Section 27)
Retirement Contribution
Presented on: November 17, 2011

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on January 1, 2012 ~~December 1, 2011~~ ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**27.2 Tier III Retirement Plan**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

1. ~~The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

2. ~~Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

3. ~~The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

4. ~~Employees represented by the Labor Coalition and its member employee organizations (herein referred to as Labor Coalition), enrolled in Tier II~~

~~who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three (3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2. in the event the County's costs attributable to the creation and operation of Tier III exceed three (3) million dollars per year or the County Employee's Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~3. in the event the County's costs attributable to the Tier III Retirement Plan are less than three (3) million dollars per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

4. ~~any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

5. ~~County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

b. ~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

c. ~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

d. ~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

6. a. ~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

b. ~~Board of Supervisor's action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

7. ~~The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employee's Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

~~1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

~~2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

~~3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: ________________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – SEIU 1021 SLS:** *(Signature / Printed Name)*
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SECTION 26 – RETIREMENT CONTRIBUTION

26.1 Contribution. Effective on January 1, 2012 ~~December 1, 2011~~ ~~July 1, 2011, the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**26.2 Tier III**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~1. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~2. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~3. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~4. Employees represented by the Labor Coalition and its member~~

~~employee organizations (herein referred to as "Labor Coalition") enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1) be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by $3 million dollars year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2) in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~3) in the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

~~4) any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~5) County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~b. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~c. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~d. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~6. a. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~b. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~7. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County~~

~~Employees' Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

~~1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

~~2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

~~3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: _______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – WCE:** *(Signature / Printed Name)*
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ATTACHMENT 2

SECTION 20 - HEALTH, LIFE & DENTAL CARE

20.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
~~c.~~b. Kaiser Permanente Health Plan
~~d.~~c. Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
~~f.~~d. Delta Dental
~~g.~~e. DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Exhibit A.

20.2 Monthly Premium Subsidy:

~~a.~~A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
Single: $ 509.92
Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
Single: $528.50
Family: $1,255.79

3. Kaiser Permanente Health Plan
Single: $478.91
Family: $1,115.84

4. Health Net HMO~~, and EPO~~
Single: $627.79
Family: $1,540.02

5. Health Net PPO
Single: $604.60

Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**20.2 County Health and Dental Plan Contribution Rates.**~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Exhibit A.~~

~~b. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Exhibit A that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. If there is an increase in the premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium~~

~~increase charged by the health or dental plan that does not exceed eleven percent (11%) of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Exhibit A that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May, 2011. The amount of the County subsidy that is paid will thereafter~~

~~be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

~~c.~~ B. If the County contracts with a health and/or dental plan provider not listed ~~in Exhibit A~~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.

~~d.~~ 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.

20.3 Retirement Coverage:

~~a.~~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 20.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 20.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

~~b.~~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:

~~i.~~a be qualified for a deferred retirement under the 1937 Retirement Act provisions;
~~ii.~~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;
~~iii.~~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
~~iv.~~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. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a.)~~A above,

as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a)~~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 retirement.

~~c.~~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)~~A and ~~(b)~~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~~D. Subject to the provisions of Section 20.3 subparts ~~(a) (b)~~A, B, and ~~(c)~~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~~E. For purposes of this Section 20.3 only, ~~"~~"eligible family members~~"~~" does not include Survivors of employees or retirees.

20.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

~~a.~~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.~~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 Consolidated Omnibus Budget Reconciliation Act (COBRA) laws and regulations.

20.5 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, 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:

   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.

   d. 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.

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

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed~~

~~prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

20.6 Dual Coverage. ~~:~~

~~a.~~A. ~~On and after January 1, 2010, each~~ 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 employee or retiree.

~~b.~~B. ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 20.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

~~c.~~C. For purposes of this Section 20.6 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.

20.7 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.

20.8 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.

20.9 <u>Health Care Spending Account</u>. 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 five thousand dollars ($5,000) 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

20.10 <u>PERS Long-Term Care</u>~~:~~. 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.

20.11 <u>Dependent Care Assistance Program</u>~~:~~. 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.

20.12 <u>Premium Conversion Plan</u>~~:~~. 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.

20.13 <u>Prevailing Section</u>~~:~~. To the extent that any provision of this Section (Section 20 Health, Life & Dental Care) 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 20 - Health, Life & Dental Care) will prevail.

20.14 <u>Rate Information</u>. 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.

20.15 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.

20.16 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.

Exhibit A
AFSCME Local 512

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~**Coverages Offered**~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~Delta Dental Plan Enhancements~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~Life Insurance~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~		~~98%~~
~~CCHP B:~~		~~90%~~
~~KAISER:~~		~~80%~~
~~HEALTHNET HMO/EPO:~~		~~80%~~
~~HEALTHNET PPO:~~	~~2009~~	~~58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
~~PMI Dental Care/ CCHP A/B~~	~~98%~~
~~Delta Dental~~	~~78%~~
~~PMI Dental Care~~	~~78%~~
~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 20 – Health, Life and Dental Care of this MOU.~~

SECTION 20 - HEALTH, LIFE & DENTAL CARE

20.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

A.~~a~~. Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
B.~~c.~~ Kaiser Permanente Health Plan
C.~~d.~~ Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
D.~~f.~~ Delta Dental
E.~~g.~~ DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Attachment E.

20.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
   Single: $ 509.92
   Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
   Single: $528.50
   Family: $1,255.79

3. Kaiser Permanente Health Plan
   Single: $478.91
   Family: $1,115.84

4. Health Net HMO~~, and EPO~~
   Single: $627.79
   Family: $1,540.02

5. Health Net PPO
   Single: $604.60

Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**20.2 County Health and Dental Plan Contribution Rates.**~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Attachment E.~~

~~b. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Attachment E that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. If there is an increase in the premium charged by a health or dental plan for 2010, the~~

~~County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent (11%) of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment E that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium~~

~~increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May, 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

B. ~~c.~~ If the County contracts with a health and/or dental plan provider not listed in above ~~Attachment N~~, 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. ~~d.~~ 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.

20.3 Retirement Coverage:

A. ~~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 20.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 20.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

B. ~~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. ~~i.~~ be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   b. ~~ii.~~ 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. ~~iii.~~ 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. ~~iv.~~ 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. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) ~~(a,)~~ above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A) ~~(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 retirement.

C. ~~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) ~~(a)~~ and (B), ~~(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.~~d.~~ Subject to the provisions of Section 20.3 subparts (A),(B), ~~(a) (b),~~ and (C) ~~(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. ~~e.~~ For purposes of this Section 20.3 only, "eligible family members" does not include Survivors of employees or retirees.

20.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

A. ~~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. ~~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.

20.5 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, 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:

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.

d. 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.

2. "Employee's child" includes natural child, step-child, adopted child

and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

20.6 Dual Coverage:

A. ~~a.~~ ~~On and after January 1, 2010, each~~ 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 employee or retiree.

B.~~b.~~ ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 20.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

C.~~c.~~ For purposes of this Section 20.6 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.

20.7 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.

20.8 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.

20.9 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 five thousand dollars ($5,000) 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

20.10 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.

20.11 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.

20.12 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.

20.13 Prevailing Section: To the extent that any provision of this Section (Section 20 Health, Life & Dental Care) 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 20 - Health, Life & Dental Care) will prevail.

20.14 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.

20.15 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.

20.16 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.

20.17 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public

Works Department.

Attachment E
AFSCME 2700

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~**Coverages Offered**~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~**Delta Dental Plan Enhancements**~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~Life Insurance~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~	~~98%~~
~~CCHP B:~~	~~90%~~
~~KAISER:~~	~~80%~~
~~HEALTHNET HMO/EPO:~~	~~80%~~
~~HEALTHNET PPO:~~	~~2009 58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
~~PMI Dental Care/ CCHP A/B~~	~~98%~~
~~Delta Dental~~	~~78%~~
~~PMI Dental Care~~	~~78%~~
~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 20 – Health, Life and Dental Care of this MOU.~~

SECTION 19 - HEALTH, LIFE & DENTAL CARE

19.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

A.~~a.~~ Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
B.~~c.~~ Kaiser Permanente Health Plan
C.~~d.~~ Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
D.~~f.~~ Delta Dental
E.~~g.~~ DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Attachment N.

19.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
   Single: $ 509.92
   Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
   Single: $528.50
   Family: $1,255.79

3. Kaiser Permanente Health Plan
   Single: $478.91
   Family: $1,115.84

4. Health Net HMO~~, and EPO~~
   Single: $627.79
   Family: $1,540.02

5. Health Net PPO
Single: $604.60
Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**County Health and Dental Plan Contribution Rates:**~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Attachment N.~~

~~b. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar each year thereafter, the County will pay a monthly premium subsidy for each health and dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Attachment N that is equal to the actual dollar monthly premium~~

~~subsidy that is paid by the County in 2009. If there is an increase in the premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2, CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment N that is equal to ninety three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

B. ~~c.~~ If the County contracts with a health and/or dental plan provider not listed above, ~~in Attachment N,~~ 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. ~~d.~~. 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.

19.3 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 19.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 19.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

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. ~~i.~~be qualified for a deferred retirement under the 1937 Retirement Act provisions;

b.~~ii.~~ 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.~~iii.~~ 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.~~iv.~~ 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. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (A) ~~(a,)~~ above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection (A), ~~(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 retirement.

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) ~~(a)~~ and (B), ~~(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 19.3 subparts (A) (B), ~~(a) (b),~~ and (C) ~~(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 19.3 only, “eligible family members” does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions: The following provisions are 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.

19.5 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, 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:

   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.

   d. 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.

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

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as~~

~~defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

19.6 Dual Coverage:

A. ~~On and after January 1, 2010, each~~ 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 employee or retiree.

B. ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 19.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

C. For purposes of this Section 19.6 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.

19.7 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.

19.8 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.

19.9 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 five thousand dollars ($5,000) 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

19.10 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.

19.11 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.

19.12 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.

19.13 Prevailing Section: To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) 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 19 Health, Life & Dental Care) will prevail.

19.14 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.

19.15 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.

19.16 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.

19.17 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

19.18 Health Care Oversight Committee. The County and the Health Care Oversight Committee will continue during the duration of this agreement.

Attachment N
Local One

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~Coverages Offered~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~Delta Dental Plan Enhancements~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~**Life Insurance**~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~		~~98%~~
~~CCHP B:~~		~~90%~~
~~KAISER:~~		~~80%~~
~~HEALTHNET HMO/EPO:~~		~~80%~~
~~HEALTHNET PPO:~~	~~2009~~	~~58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
~~PMI Dental Care/ CCHP A/B~~	~~98%~~
~~Delta Dental~~	~~78%~~
~~PMI Dental Care~~	~~78%~~
~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 19 – Health, Life and Dental Care of this MOU.~~

SECTION 26 - HEALTH, LIFE & DENTAL CARE

26.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

A.~~a.~~ Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
B.~~c~~ Kaiser Permanente Health Plan
C.~~d.~~ Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
D.~~f.~~ Delta Dental
E.~~g.~~ DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Attachment A.

26.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
Single: $ 509.92
Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
Single: $528.50
Family: $1,255.79

3. Kaiser Permanente Health Plan
Single: $478.91
Family: $1,115.84

4. Health Net HMO~~, and EPO~~
Single: $627.79
Family: $1,540.02

5. Health Net PPO
Single: $604.60
Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**26.2 County Health and Dental Plan Contribution Rates:**~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Attachment A.~~

~~b. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and *Health Net PPO*. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Attachment A that is equal to the actual dollar monthly premium~~

~~subsidy that is paid by the County in 2009. If there is an increase in the premium charged by a health or dental plan *for 2010,* the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2, CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment A that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the~~

~~premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

B.~~c.~~. If the County contracts with a health and/or dental plan provider not listed above ~~in~~ Attachment A, 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.~~d.~~ 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.

26.3 Retirement Coverage:

A.~~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 26.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 26.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

B.~~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.~~i.~~ be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   b.~~ii.~~ 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.~~iii~~. 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.~~iv~~. 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. 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 ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a)~~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 retirement.

C.~~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) ~~(a)~~ and (B), ~~(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.~~d,~~ Subject to the provisions of Section 26.3 subparts (A),(B), ~~(a) (b),~~ and (C) ~~(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.~~e.~~ For purposes of this Section 26.3 only, “eligible family members” does not include Survivors of employees or retirees.

26.4 **Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

A.~~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.~~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.

26.5 **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, 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:

   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.

   d. 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.

2. "Employee's child" includes natural child, step-child, adopted child

and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

26.6 Dual Coverage:

A.~~a.~~ ~~On and after January 1, 2010, each~~ 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 employee or retiree.

B.~~b.~~ ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 26.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

C.~~c.~~ For purposes of this Section 26.6 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.

26.7 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.

26.8 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.

26.9 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 five thousand dollars ($5,000) 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

26.10 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.

26.11 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.

26.12 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.

26.13 Prevailing Section: To the extent that any provision of this Section (Section 26 - Health, Life & Dental Care) 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 26 - Health, Life & Dental Care) will prevail.

26.14 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.

26.15 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.

26.16 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.

26.17 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public

Works Department.

ATTACHMENT A
CSB UNIT, LOCAL ONE

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~Coverages Offered~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~**Delta Dental Plan Enhancements**~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~**Life Insurance**~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~		~~98%~~
~~CCHP B:~~		~~90%~~
~~KAISER:~~		~~80%~~
~~HEALTHNET HMO/EPO:~~		~~80%~~
~~HEALTHNET PPO:~~	~~2009~~	~~58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
~~PMI Dental Care/ CCHP A/B~~	~~98%~~
~~Delta Dental~~	~~78%~~
~~PMI Dental Care~~	~~78%~~
~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 26 – Health, Life and Dental Care of this MOU.~~

SECTION 18 - HEALTH, LIFE & DENTAL CARE

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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
~~c.~~b. Kaiser Permanente Health Plan
~~d.~~c. Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
~~f.~~d. Delta Dental
~~g.~~e. DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Attachment J.

18.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
   Single: $ 509.92
   Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
   Single: $528.50
   Family: $1,255.79

3. Kaiser Permanente Health Plan
   Single: $478.91
   Family: $1,115.84

4. Health Net HMO~~, and EPO~~
   Single: $627.79
   Family: $1,540.02

5. Health Net PPO
Single: $604.60
Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~18.2 County Health and Dental Plan Contribution Rates:~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Attachment J.~~

~~b. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Attachment J that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. If there is an~~

~~increase in the premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2, CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment J that is equal to ninety three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

~~c.~~ B. If the County contracts with a health and/or dental plan provider not listed ~~in Attachment J~~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.

~~d.~~ 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.

18.3 Retirement Coverage:

~~a.~~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~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 18.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

~~b.~~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:

   ~~i.~~a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   ~~ii.~~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;
   ~~iii.~~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
   ~~iv.~~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. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a,)~~ A above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a)~~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.~~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)~~A and ~~(b)~~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.~~D. Subject to the provisions of Section 18.3 subparts ~~(a) (b)~~A, B, and ~~(c)~~ C and upon retirement and for the term of this ~~a~~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.~~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 applicable regarding County Health and Dental Plan participation:

~~a.~~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.~~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, 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:

   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.

   d. 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.

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

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

18.6 Dual Coverage:

~~a.~~A. ~~On and after January 1, 2010, each~~ 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 employee or retiree.

~~b.~~B. ~~On and after January 1, 2010, all~~ 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

~~c.~~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 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.

18.8 Supplemental Life Insurance: In addition to the life insurance benefits provided by this ~~a~~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.

18.9 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 five thousand dollars ($5,000) 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

18.10 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.

18.11 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.

18.12 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.

18.13 Prevailing Section: To the extent that any provision of this Section (Section 18 - Health, Life & Dental Care) 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) will prevail.

18.14 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.

18.15 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.

18.16 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.

Attachment J
SEIU Local 1021 Rank and File

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~**Coverages Offered**~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~**Delta Dental Plan Enhancements**~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~Life Insurance~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~	~~98%~~	
~~CCHP B:~~	~~90%~~	
~~KAISER:~~	~~80%~~	
~~HEALTHNET HMO/EPO:~~	~~80%~~	
~~HEALTHNET PPO:~~	~~2009~~	~~58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
~~PMI Dental Care/ CCHP A/B~~	~~98%~~
~~Delta Dental~~	~~78%~~
~~PMI Dental Care~~	~~78%~~
~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 18 – Health, Life and Dental Care of this MOU.~~

COUNTY LAST, BEST AND FINAL OFFER (LBFO)
Package Proposal **COUNTY PROPOSAL NO. C4**
SEIU Local 1021 SLS Unit
Section 19 – Health, Life & Dental Care
MOD Presented: November 17, 2011
Presented on: April 28, 2011

SECTION 19 - HEALTH, LIFE & DENTAL CARE

19.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
~~c.~~b. Kaiser Permanente Health Plan
~~d.~~c. Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
~~f.~~d. Delta Dental
~~g.~~e. DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Attachment C.

19.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
Single: $ 509.92
Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
Single: $528.50
Family: $1,255.79

3. Kaiser Permanente Health Plan
Single: $478.91
Family: $1,115.84

4. Health Net HMO~~, and EPO~~
Single: $627.79
Family: $1,540.02

5. Health Net PPO
Single: $604.60
Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**19.2 County Health and Dental Plan Contribution Rates:**~~

~~A. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Attachment C.~~

~~B. Premium Subsidy After December 31, 2009.~~

~~1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO. Beginning on January 1, 2010, and for each calendar each year thereafter, the County will pay a monthly premium subsidy for each health and dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Attachment C that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009.. If there is an increase in the~~

~~premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Attachment C that is equal to ninety- three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~3. Health Net PPO. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

~~4. After June 29, 2011, the County will pay a monthly premium~~

~~subsidy for each health and/or dental plan that is equal to the actual dollar amount of the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

~~c.~~ B. If the County contracts with a health and/or dental plan provider not listed above ~~in Attachment N~~, 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.

~~d.~~ 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.

19.3 Retirement Coverage:

~~a.~~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 19.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 19.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

~~b.~~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:

   ~~i.~~a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   ~~ii.~~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;
   ~~iii.~~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
   ~~iv.~~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 10^{th} of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive

retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection A ~~(a,)~~ above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A~~(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.~~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)~~Aand ~~(b)~~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.~~D. Subject to the provisions of Section 19.3 subparts A, B~~(a) (b)~~, and ~~(c)~~ C and upon retirement and for the term of this ~~a~~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.~~E. For purposes of this Section 19.3 only, " ~~'~~eligible family members~~'~~" does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

~~a.~~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.~~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.

19.5 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, 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:

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.

d. 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.

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

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining~~

~~employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

19.6 Dual Coverage:

~~a.~~A. ~~On and after January 1, 2010, each~~ 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 employee or retiree.

~~b.~~B. ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 19.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

~~c.~~C. For purposes of this Section 19.6 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.

19.7 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.

19.8 Supplemental Life Insurance: In addition to the life insurance benefits provided by this ~~a~~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.

19.9 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 five thousand dollars ($5,000) 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

19.10 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.

19.11 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.

19.12 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.

19.13 Prevailing Section: To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) 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 19 - Health, Life & Dental Care) will prevail.

19.14 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.

19.15 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.

19.16 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.

19.17 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

Attachment C
SEIU 1021 Service Line Supervisors Unit

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~**Coverages Offered**~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
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HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room
HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~**Delta Dental Plan Enhancements**~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~**Life Insurance**~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A:~~		~~98%~~
~~CCHP B:~~		~~90%~~
~~KAISER:~~		~~80%~~
~~HEALTHNET HMO/EPO:~~		~~80%~~
~~HEALTHNET PPO:~~	~~2009~~	~~58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B~~	~~98%~~
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~~Delta Dental~~	~~78%~~
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~~Dental Only~~	~~County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 19 – Health, Life and Dental Care of this MOU.~~

COUNTY LAST, BEST AND FINAL OFFER (LBFO)

Package Proposal **COUNTY PROPOSAL NO. C4**

Western Council of Engineers (WCE)

Section 19 – Health, Life & Dental Care

MOD Presented: November 17, 2011

Presented on: April 28, 2011

SECTION 19 - HEALTH, LIFE & DENTAL CARE

19.1 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 Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

a. Contra Costa Health Plans (CCHP)~~, Plan A~~
~~b. Contra Costa Health Plans (CCHP), Plan B~~
~~c.~~b. Kaiser Permanente Health Plan
~~d.~~c. Health Net ~~HMO/EPO~~
~~e. Health Net PPO~~
~~f.~~d. Delta Dental
~~g.~~e. DeltaCare (PMI) ~~PMI Delta Care Dental~~

Employee Co-pays for these plans are shown on Exhibit A.

19.2 Monthly Premium Subsidy:

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A
   Single: $ 509.92
   Family: $1,214.90

2. Contra Costa Health Plans (CCHP), Plan B
   Single: $528.50
   Family: $1,255.79

3. Kaiser Permanente Health Plan
   Single: $478.91
   Family: $1,115.84

4. Health Net HMO~~, and EPO~~
   Single: $627.79
   Family: $1,540.02

5. Health Net PPO
Single: $604.60
Family: $1,436.25

6. Delta Dental with CCHP A or B
Single: $41.17
Family: $93.00

7. Delta Dental with Kaiser or Health Net
Single: $34.02
Family: $76.77

8. Delta Dental without a Health Plan
Single: $43.35
Family: $97.81

9. DeltaCare (PMI) with CCHP A or B
Single: $25.41
Family: $54.91

10. DeltaCare (PMI) with Kaiser or Health Net
Single: $21.31
Family: $46.05

11. DeltaCare (PMI) without a Health Plan
Single: $27.31
Family: $59.03

~~**19.2 County Health and Dental Plan Contribution Rates:**~~

~~a. Through December 31, 2009, the County will pay the monthly premium subsidies for employees and their eligible family members for the health and dental plans as shown in Exhibit A.~~

~~b. Premium Subsidy after December 31, 2009.~~

~~**1. Plans other than CCHP A, CCHP B, Delta Dental/CCHP A and B and PMI Dental Care/CCHP A and B and Health Net PPO.** Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for each health and each dental plan (other than CCHP health and coordinated dental plans and the Health Net PPO) listed in Exhibit A that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. If there is an increase in the~~

~~premium charged by a health or dental plan for 2010, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase charged by the health or dental plan that does not exceed eleven percent of the 2009 premium. If the premium increase for 2010 exceeds eleven percent (11%) of the 2009 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2009 premium. If there is an increase in the premium charged by a health or dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the health or dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~**2. CCHP A, CCHP B, Delta Dental/CCHP A and B, PMI Dental Care/CCHP A and B**. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A and the coordinated dental plans listed in Exhibit A that is equal to ninety-three percent (93%) of the total monthly premium that is paid for the plan in 2010. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan B that is equal to eighty-seven percent (87%) of the total monthly premium that is paid for the plan in 2010. If there is an increase in the premium charged by a CCHP health and/or coordinated dental plan for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged by the CCHP health and/or coordinated dental plan, the County additionally will pay that portion of the premium increase that exceeds eleven percent (11%) of the 2010 premium.~~

~~**3. Health Net PPO.** Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for the Health Net PPO that is equal to the actual dollar monthly premium subsidy that is paid by the County in 2009. During the term of this agreement, if there are increases in the premium charged by the Health Net PPO plan, the County and the employees will each pay fifty percent (50%) of any premium increase above the 2009 premium.~~

4. ~~After June 29, 2011, the County will pay a monthly premium subsidy for each health and/or dental plan that is equal to the actual dollar amount of~~

~~the monthly premium subsidy that is paid by the County in the month of May 2011. The amount of the County subsidy that is paid will thereafter be a set dollar amount and will not be a percentage of the premium charged by the health and/or dental plan.~~

~~c.~~ B. If the County contracts with a health and/or dental plan provider not listed ~~in Exhibit A~~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.

~~d.~~ 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.

19.3 Retirement Coverage:

~~a.~~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 19.2~~(a)~~ for eligible retirees and their eligible family members. ~~until December 31, 2009. Beginning on January 1, 2010, the County will pay the same monthly premium subsidies for eligible retirees and their eligible family members as set forth in Section 19.2(b).~~

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 ~~any~~ 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 ~~chosen~~ health and/or dental plan without any County premium subsidy.

~~b.~~**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:

   ~~i.~~a be qualified for a deferred retirement under the 1937 Retirement Act provisions;
   ~~ii.~~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;
   ~~iii.~~c. be eligible for a monthly allowance from the Retirement System and in direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
   ~~iv.~~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. When the deferred retirees begin to receive

retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a~~,A~~)~~ above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree ~~continued~~ health benefits hereunder ~~after retirement and may~~ without electing ~~not~~ to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection ~~(a)~~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 retirement.

~~c.~~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)~~A and ~~(b)~~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~~.D. Subject to the provisions of Section 19.3 subparts ~~(a) (b)~~A, B, and ~~(c)~~ C and upon retirement and for the term of this ~~a~~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.~~E. For purposes of this Section 19.3 only, ~~'~~"eligible family members" ~~'~~ does not include Survivors of employees or retirees.

19.4 Health Plan Coverages and Provisions: The following provisions are applicable regarding County Health and Dental Plan participation:

~~a.~~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.~~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.

19.5 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, 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:

   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.

   d. 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.

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

~~A. The Subscriber's Legal Spouse.~~

~~B. The Subscriber's Qualified Domestic Partner.~~

~~C. Children of the Subscriber, the Subscriber's spouse, or the Subscriber's Qualified Domestic Partner who are unmarried and are:~~

~~1. Under 19 years of age.~~

~~2. Age 19 and over, who are dependent qualifying children as defined by the Internal Revenue Service in Publication 501.~~

~~3. Age 19 and over, disabled and incapable of sustaining~~

~~employment due to a physical or metal disability that existed prior to the child's attainment of age 19, and who are qualifying dependent children as defined by the Internal Revenue Service in Publication 501.~~

~~4. Children who qualify as "dependent children" include natural children, step-children, adopted children, and any children specified in a Qualified Medical Support Order or similar court order.~~

19.6 Dual Coverage:

~~**a.**~~**A.** ~~On and after January 1, 2010, each~~ 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 employee or retiree.

~~**b.**~~**B.** ~~On and after January 1, 2010, all~~ All dependents, as defined in Section 19.5, 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 are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.

c.C. For purposes of this Section 19.6 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.

19.7 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.

19.8 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.

19.9 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 five thousand dollars ($5,000) 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

19.10 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.

19.11 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.

19.12 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.

19.13 Prevailing Section: To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) 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 19 - Health, Life & Dental Care) will prevail.

19.14 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.

~~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 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. An employee is thus covered by the health plan for the month in which compensation is paid.~~

~~An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.~~

19.15 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.

19.16 Coverage During Absences

A. 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.

B. An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.

C. 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.

19.17 Child Care. The County will continue to support the concept of non-profit child care facilities similar to the "Kid's at Work" program established in the Public Works Department.

Exhibit A
Western Council of Engineers

MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS

~~**Coverages Offered**~~

~~The County offers the following plans:~~

~~Contra Costa Health Plans (CCHP) A & B, Kaiser, HealthNet HMO & EPO, HealthNet PPO, Delta and PMI Care Dental.~~

Co-Pays

The health plan co-pays are as follows:

CCHP A:	No ~~change~~ charge
CCHP B:	No ~~change~~ charge in network $5 Office Visit out of Network
KAISER:	$10 Office Visit $10 Generic RX $20 Brand RX $10 Emergency Room
HEALTHNET HMO ~~& EPO~~:	$10 Office Visit $10 Generic RX $20 Formulary RX $35 Non-Formulary RX $25 Emergency Room

HEALTHNET PPO:	$10 Preventative Care O/V $5 Generic RX $5 Formulary RX No Non-formulary RX $50 ER Deductible

~~HEALTHNET PPO: Effective January 1, 2009, the lifetime maximum was increased to two million dollars ($2,000,000).~~

~~**Delta Dental Plan Enhancements**~~

~~Effective January 1, 2009, added covered benefits for implants and enhanced benefits for pregnant women which may include an additional oral exam.~~

~~For the Delta Dental Program, Annual Maximum for Calendar year 2009 is one thousand six-hundred dollars ($1,600).~~

~~For the Delta Dental Program, Annual Maximum beginning Calendar year 2010 is one thousand eight-hundred dollars ($1,800).~~

~~**Life Insurance**~~

~~Coverage is $10,000 for employees enrolled in either a health and/or dental plan.~~

~~For the calendar year 2009, the County shall provide the health and dental plan subsidies as follows:~~

~~HEALTH PLAN SUBSIDY:~~

~~CCHP A: 98%~~
~~CCHP B: 90%~~
~~KAISER: 80%~~
~~HEALTHNET HMO/EPO: 80%~~
~~HEALTHNET PPO: 2009 58.05 % - The County and employee will equally share (50/50) the amount of any premium increases.~~

~~DENTAL PLAN SUBSIDY:~~

~~Delta Dental/CCHP A/B 98%~~
~~PMI Dental Care/ CCHP A/B 98%~~
~~Delta Dental 78%~~
~~PMI Dental Care 78%~~
~~Dental Only County pays all but $.01~~

~~For County Subsidy in subsequent years, see Section 19 – Health, Life and Dental Care of this MOU.~~

ATTACHMENT 3

28.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County.

E. This Section 28.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

19.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County.

E. This Section 19.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A
Package Proposal **COUNTY MOD PROPOSAL NO. 2**
PEU Local One
Section 27.2 - New Retirement Tier (IV)
Originally Presented on: November 15, 2011

27.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County

E. This Section 27.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A

Package Proposal **County MOD Proposal No C2**
PEU Local One – CSB Unit
Section 28.2 New Retirement Tier (IV)
Originally Presented on: November 15, 2011

28.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County.

E. This Section 28.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

19.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County.

E. This Section 19.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A
Package Proposal **COUNTY MOD PROPOSAL NO. 2**
SEIU 1021 SLS
Section 27.2 - New Retirement Tier (IV)
Originally Presented on: November 15, 2011

27.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County

E. This Section 27.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A

Package Proposal **County MOD Proposal No C2**

WCE

Section 26.2 New Retirement Tier (IV)

Originally Presented on: November 15, 2011

26.2 Tier IV Retirement Plan- Employees Hired or Re-Hired After December 31, 2012.

A. For employees hired by the County after December 31, 2012, the retirement formula will be two percent at sixty~~-two~~ years of age ("2% at 60 ~~62~~"). The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as "Tier IV."

B. The disability provisions for Tier IV will be the same as the current Tier III disability provisions.

C. Employees who left County service prior to December 31, 2012 and are rehired after that date shall be automatically placed in Tier IV unless otherwise required by law.

D. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to close Tier III to all persons hired after December 31, 2012 and to create Tier IV, which will be applicable to all persons hired after that date. The Union must support the legislation, in addition to the County.6

E. This Section 26.2 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCCERA).

ATTACHMENT 4

28.3 Safety Employees Retirement – ~~Re-Opener~~

A. Tier A Enhanced Retirement Benefits – Employees Hired or Re-hired Before January 1, 2013.

For County employees ~~who are~~ covered by this ~~a~~Agreement who are hired or re-hired by the County before January 1, 2013, and are safety members of CCCERA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each ~~such~~ employee in Tier A shall pay nine (9) percent of his or her retirement base to pay part of the employer's contribution for the cost of the~~is~~ Tier A retirement benefit.

B. Tier D Retirement Benefit - Employees Hired or Re-Hired After December 31, 2012.

1. Retirement Benefit. For employees hired by the County after December 31, 2012, and designated by CCCERA as safety members, the retirement formula will be three percent (3%) at fifty-five (55) years of age. The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as Safety "Tier D."

2. The disability provisions for Tier D will be the same as the Tier A disability provisions.

3. Employees who left County service prior to December 31, 2012, and are rehired after that date shall be automatically placed in Tier D unless otherwise required by law.

4. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier D. The Union must support the legislation, in addition to the County.

C ~~**5**~~. This Section 28.3 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A

Package Proposal **County MOD Proposal No C2A**

AFSCME, LOCAL 512

Section 28.3 - Safety Employees Retirement

MOD Presented on: November 17, 2011

Originally Presented on: November 15, 2011

~~B. The County and the Union agree to reopen the agreement to meet and confer no later than March 31, 2008 on 1) the possible implementation of new retirement tiers for current and new safety employees; and 2) the percentage a safety employee would pay of his or her retirement base to pay part of the employer's contribution for the cost of each tier. Any changes in these two subject matter areas will occur only upon the written mutual agreement of the parties.~~

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A
Package Proposal **COUNTY MOD PROPOSAL NO. 2A**
PEU Local One
Section 27.3- Safety Employees Retirement
MOD Presented on: November 17, 2011
Originally Presented on: November 15, 2011

27.3 Safety Employees Retirement~~ – Re-Opener~~

A. Tier A Enhanced Retirement Benefits – Employees Hired or Re-hired Before January 1, 2013.

For County employees who are covered by this ~~a~~Agreement who are hired or re-hired by the County before January 1, 2013, and are safety members of CCCERA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefit is known as Tier A. Each ~~such~~ employee in Tier A shall pay nine (9) percent of his or her retirement base to pay part of the employer's contribution for the cost of the~~is~~ Tier A retirement benefit.

B. Tier D Retirement Benefit - Employees Hired or Re-Hired After December 31, 2012.

1. Retirement Benefit. For employees hired by the County after December 31, 2012, and designated by CCCERA as safety members, the retirement formula will be three percent (3%) at fifty-five (55) years of age. The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as Safety "Tier D."

2. The disability provisions for Tier D will be the same as the Tier A disability provisions.

3. Employees who left County service prior to December 31, 2012, and are rehired after that date shall be automatically placed in Tier D unless otherwise required by law.

4. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier D. The Union must support the legislation, in addition to the County.

C ~~**5**~~. This Section 27.3 does not apply to employees employed at the Contra Costa County Employees Retirement Association (CCERA).

COUNTY LAST, BEST AND FINAL OFFER (LBFO) A

Package Proposal **County MOD Proposal No C2A**

SEIU R&F

Section 19.3 - Safety Employees Retirement

MOD Presented on: November 17, 2011

Originally Presented on: November 15, 2011

19.3 Safety Employees Retirement ~~– Re-Opener~~ Tier A Enhanced Retirement Benefits – Employees Hired or Re-hired Before January 1, 2013.

A. For County employees who are covered by this ~~a~~Agreement who are hired or re-hired by the County before January 1, 2013, and are safety members of CCCERA, the retirement formula shall be "3 percent at 50". The cost of living adjustment (COLA) to the retirement allowance shall not exceed three (3) percent per year. The employee's final compensation shall be calculated based on a twelve (12) month salary average. This retirement benefits is known as Tier A. Each ~~such~~ employee in Tier A shall pay nine (9) percent of his or her retirement base to pay part of the employer's contribution for the cost of th~~is~~e Tier A retirement benefit.

B. Tier D Retirement Benefit - Employees Hired or Re-Hired After December 31, 2012.

1. Retirement Benefit. For employees hired by the County after December 31, 2012, and designated by CCCERA as safety members, the retirement formula will be three percent (3%) at fifty-five (55) years of age. The cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will ~~not~~ be banked. The employee's final compensation will be based on his/her average annual compensation earnable during a consecutive thirty-six (36) month period. On the employee's retirement date, the employee's retirement allowance will not exceed ninety percent (90%) of his/her final compensation. This retirement benefit will be known as Safety "Tier D."

2. The disability provisions for Tier D will be the same as the Tier A disability provisions.

3. Employees who left County service prior to December 31, 2012, and are rehired after that date shall be automatically placed in Tier D unless otherwise required by law.

4. The County will seek enabling legislation amending the County Employees Retirement Law of 1937 to implement Tier D. The Union must support the legislation, in addition to the County.

C.~~5~~ The above provisions under this Section 19.3 B. for Tier D does not apply to the employees of the Contra Costa County Employees Retirement Association (CCERA).

ATTACHMENT 5

COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal **County Proposal No. 1**

AFSCME, LOCAL 512

AFSCME Local 512 (Section 28)

Presented on: November 15, 2011

Originally Presented on: November 15, 2011

SECTION 28 – RETIREMENT CONTRIBUTION

28.1 Contribution. Effective on December 1, ~~July 1,~~ 2011, ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%) one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ Except as provided in section 28.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by AFSCME Local 512 expire September 30, 2006.~~

~~**28.2 Tier III**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~D. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as 'Labor Coalition') enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~E. 1. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~b. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~c. in the event the County's costs attributable to the Tier III Retirement Plan are less than three (3) million dollars per year, the difference shall be divided by twelve (12) and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

~~d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~e. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~2. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~3. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~4. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~F. 1. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~1. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an~~

~~actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~G. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~H. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal COUNTY MOD PROPOSAL NO. 1

COALITION UNION – AFSCME, Local 2700 (Section 19)

Retirement Contribution

Presented on: November 17, 2011

Originally Presented on: November 15, 2011

SECTION 19 – RETIREMENT CONTRIBUTION

19.1 Contribution. Effective on December 1, 2011 ~~July 1, 2011, the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution~~The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**19.2 Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~a. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~b. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~c. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~d. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as 'Labor Coalition') enrolled in Tier II~~

~~who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~a. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~b. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~c. in the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

~~d. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~e. County savings shall be held in an account by the Auditor-Controller which~~

~~is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal **COUNTY MOD PROPOSAL NO. 1**

COALITION UNION – AFSCME, Local 2700 (Section 19)

Retirement Contribution

Presented on: November 17, 2011

Originally Presented on: November 15, 2011

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~
2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~
3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: _______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – AFSCME 2700:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal

COUNTY MOD PROPOSAL NO. 1
PEU Local One
Section 27 - Retirement Contribution
Presented on: November 17, 2011
Originally Presented on: November 15, 2011

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on December 1, 2011 ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ Except as provided in section 27.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by Contra Costa County Employees' Association Local One expire September 30, 2006.~~

~~**27.2 Tier III.** Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~A. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~B. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~C. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~D. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as "Labor Coalition") enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~A. Be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by $3 million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~B. In the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~C. In the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve (12) and each twelfth (12^th^) shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one (1) twelfth (12^th^) had been invested in the first month of the past year, two (2) twelfths (12ths) in the second month of the past year and so forth; and~~

~~D. Any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~E. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~The establishment of the Tier III Retirement Plan pursuant to the terms of this MOU shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented~~

~~or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~The County agrees to permit employees in the Hazardous Materials Specialists and the Airport Operations Specialists classifications to participate in the Tier II Buy-Back Program for a six (6) month period from the date the MOU is adopted by the Board of Supervisors.~~

~~Employees in the above classifications with ten (10) or more years of County/District service may replace Tier II benefits with Tier III benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal **COUNTY PROPOSAL NO. 1**

COALITION UNION – CSB Site Supervisor Unit

Section 28 - Retirement Contribution

Presented on: November 17, 2011

Originally Presented on: November 15, 2011

SECTION 28 – RETIREMENT CONTRIBUTION

28.1 Contribution. Effective on December 1, 2011, ~~July 1, 2011, the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

Date: ________________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – CSB-Site Supervisors:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal COUNTY MOD PROPOSAL NO. 1

COALITION UNION –SEIU 1021 Rank and File (Section 19)

Retirement Contribution

Presented on: November 17, 2011

Originally Presented on November 15, 2011

SECTION 19.1 – RETIREMENT CONTRIBUTION

19.1 Contribution. Effective on December 1, 2011 ~~July 1, 2011, the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1. E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%) one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~Except as provided in section 19.3 (Safety Employees Retirement) subsection A, the ~~The~~ County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~The wage and retirement benefit provisions for safety employees represented by SEIU 1021 expire September 30, 2006.~~

~~**19.2 Tier III Retirement Plan**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

1. ~~The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

2. ~~Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~
3. ~~The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association~~

~~and shall be based on the employee's age at entry into the retirement system.~~

~~4. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as Labor Coalition), enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three ($3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2. in the event the County's costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees' Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and,~~

~~3. in the event the County's costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and,~~

~~4. any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~5. County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~b. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~c. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~d. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~6. a. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~b. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~7. The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service will be eligible to participate in the County's buyback program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

~~1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

~~2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

~~3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

COUNTY LAST, BEST AND FINAL OFFER B
Package Proposal **COUNTY MOD PROPOSAL NO. 1**
COALITION UNION –SEIU 1021 Rank and File (Section 19)
Retirement Contribution
Presented on: November 17, 2011
Originally Presented on November 15, 2011

Date: _______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – SEIU 1021 R&F:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal COUNTY MOD PROPOSAL NO. 1

COALITION UNION – SEIU 1021 SLS Unit (Section 27)

Retirement Contribution

Presented on: November 17, 2011

Originally Presented on November 15, 2011

SECTION 27 – RETIREMENT CONTRIBUTION

27.1 Contribution. Effective on December 1, 2011 ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1.~~ ~~E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**27.2 Tier III Retirement Plan**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~1. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~2. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~3. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~4. Employees represented by the Labor Coalition and its member employee organizations (herein referred to as Labor Coalition), enrolled in Tier II~~

~~who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1. be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County's wage obligation by three (3) million dollars per year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2. in the event the County's costs attributable to the creation and operation of Tier III exceed three (3) million dollars per year or the County Employee's Retirement Association's actuaries determine in future years that the County's retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County's retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~3. in the event the County's costs attributable to the Tier III Retirement Plan are less than three (3) million dollars per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County's common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth; and~~

4. ~~any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

5. ~~County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

b. ~~Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

c. ~~Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

d. ~~Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

6. a. ~~The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

b. ~~Board of Supervisor's action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

7. ~~The establishment of the Tier III Retirement Plan pursuant to the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employee's Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

~~1. Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~

~~2. Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~

~~3. Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: ______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – SEIU 1021 SLS:** *(Signature / Printed Name)*
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COUNTY LAST, BEST AND FINAL OFFER B

Package Proposal

COUNTY MOD PROPOSAL NO. 1
COALITION UNION – WCE (Section 26)
Retirement Contribution
Presented on: November 17, 2011
Originally Presented on November 15, 2011

SECTION 26 – RETIREMENT CONTRIBUTION

26.1 Contribution. Effective on December 1, 2011 ~~July 1, 2011,~~ ~~the County will no longer pay any part of the employees' retirement contributions pursuant to Government Code section 31581.1.~~ ~~E~~employees are responsible for the payment of one hundred percent (100%) ~~eighty percent (80%)~~ ~~one hundred percent (100%)~~ of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. ~~Pursuant to Government Code Section 31581.1, the County will continue to pay twenty fifty (50) percent (20%) of the employee's basic retirement benefit contributions determined annually by the Board of Retirement. normally required of employees. Such County payments shall continue for the duration of this MOU, and shall terminate thereafter.~~ Employees are also ~~shall be~~ responsible for the payment of the employees' contributions to ~~for~~ the retirement cost of living program as determined annually by the Board of Retirement, ~~of the Contra Costa County Employees' Retirement Association~~ without the County paying any part of the employees' contributions ~~share~~. ~~The County will pay the remaining one-half (½) of the retirement cost-of-living program contribution.~~ The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

~~**26.2 Tier III**. Subject to the enactment of enabling legislation amending the 1937 Employees' Retirement Act to allow such election, the County will permit certain Tier II employees to elect a Tier III Retirement Plan under the following conditions:~~

~~1. The County and the Labor Coalition must agree on the wording of the legislation and both parties must support the legislation.~~

~~2. Except for disability, all benefit rights, eligibility for and amounts of all other benefit entitlements for Tier III, from and after the date of implementation, shall be the same as Tier I. The disability benefits for Tier III shall be the same as the current Tier II disability provisions.~~

~~3. The amount of the employee's required retirement contribution shall be established by the County Employees' Retirement Association and shall be based on the employee's age at entry into the retirement system.~~

~~4. Employees represented by the Labor Coalition and its member~~

~~employee organizations (herein referred to as “Labor Coalition”) enrolled in Tier II who have attained five (5) years of retirement credited service as of the effective date of the enabling legislation shall have a six (6) month period after such date to make a one time irrevocable election of the Tier III Retirement Plan expressed herein subject to action by the Board of Supervisors to implement the Plan. Thereafter, employees represented by the Labor Coalition enrolled in Tier II who have attained five (5) years of retirement credited service shall have a ninety (90) day period to make a one time irrevocable election of the Tier III Retirement Plan expressed herein.~~

~~5. a. The County's employer contributions and subvention of employee contributions for Labor Coalition employees electing Tier III which exceed those which would be required for Tier II membership shall:~~

~~1) be funded by reducing the general wage increase agreed upon to be effective October 1, 1997, and the pay equity amounts attributable thereto, by a percentage sufficient to reduce the County’s wage obligation by $3 million dollars year; and the general wage increase of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~2) in the event the County’s costs attributable to the creation and operation of Tier III exceed $3 million per year or the County Employees’ Retirement Association’s actuaries determine in future years that the County’s retirement costs have increased and that the increase is attributable to the creation of Tier III and/or the impact of Tier III on the County’s retirement costs, such increase shall be funded by reducing the general wage increase(s) agreed upon in future years, and the pay equity amounts attributable thereto, to the extent that future wage increases are granted; and the general wage increase(s) of all employees represented by the Labor Coalition shall be reduced accordingly; and~~

~~3) in the event the County’s costs attributable to the Tier III Retirement Plan are less than $3 million per year, the difference shall be divided by twelve and each twelfth shall be augmented by an amount equal to the County’s common pooled fund interest which would have accrued if one twelfth had been invested in the first month of the past year, two twelfths in the second month of the past year and so forth;~~

~~and~~

~~4) any savings to the County resulting from the creation and operation of Tier III shall be used to offset future County retirement cost increases attributable to the creation and operation of Tier III; and~~

~~5) County savings shall be held in an account by the Auditor-Controller which is invested in the County's common pooled fund and will accrue interest accordingly. The County will report yearly to the Labor Coalition on a) the beginning account balance, b) the interest earned, c) expenditures from the account to cover increased costs resulting from the Tier III Retirement Plan, and d) the ending account balance.~~

~~b. Any increased costs to the County, due to Tier III participation by employees not represented by the Labor Coalition, shall not be funded by reduction of general wage increases otherwise due to the employees represented by the Labor Coalition.~~

~~c. Subject to the provisions expressed above, any and all additional employer and County-paid employee contributions which exceed the sum of the County's legally required contributions under Tier II shall be recovered by reducing general wage increases to the employees represented by the Labor Coalition.~~

~~d. Any disputes regarding cost or savings shall be subject to binding arbitration upon demand of the Labor Coalition or the County.~~

~~6. a. The enabling legislation shall provide that the Tier III Retirement Plan may be implemented only by an ordinance enacted by the Board of Supervisors.~~

~~b. Board of Supervisors' action to implement the Tier III Retirement Plan shall be taken not earlier than seven (7) months after the effective date of the legislation plus thirty (30) days after an actuarial report on the County cost of the Plan is received by the County, provided that before enactment of the ordinance, the Labor Coalition has not notified the County in writing that a one percent (1%) wage increase shall be implemented by the County effective October 1, 1997, without interest, in lieu of implementation of the Tier III Retirement Plan.~~

~~7. The establishment of the Tier III Retirement Plan pursuant to~~

COUNTY LAST, BEST AND FINAL OFFER B
Package Proposal

COUNTY MOD PROPOSAL NO. 1
COALITION UNION – WCE (Section 26)
Retirement Contribution
Presented on: November 17, 2011
Originally Presented on November 15, 2011

~~the terms of this Memorandum of Understanding shall be subject to approval by the Board of Retirement of the Contra Costa County Employees' Retirement Association.~~

~~8. In the event the County is prevented from implementing the Tier III Retirement Plan for any reason on or before the termination date of this MOU, the agreement of the parties regarding a Tier III Retirement Plan shall expire and a one percent (1%) lump sum wage increase shall be implemented by the County within sixty (60) days after the determination that Tier III cannot be implemented or as soon thereafter as practicable for the period covering October 1, 1997 through such termination date, without interest, in lieu of the Tier III Retirement Plan.~~

~~Effective October 1, 2002, Tier 2 of the retirement plan shall be eliminated and all employees in Tier 2 of the retirement plan shall be placed in Tier 3.~~

~~Employees in Tier 2 with ten (10) or more years of County/District service, will be eligible to participate in the County's buy back program. Employees may replace Tier 2 benefits with Tier 3 benefits as follows:~~

1. ~~Employee buys back two (2) years, County will buy back one (1) year for a total of three (3) years of buyback.~~
2. ~~Employee buys back four (4) years, County will buy back two (2) years for a total of six (6) years of buyback.~~
3. ~~Employee buys back six (6) years, County will buy back three (3) years for a total of nine (9) years of buyback.~~

~~The opportunity to replace Tier II benefits with Tier III benefits, as set forth above, ends on August 1, 2009.~~

Date: _______________

Contra Costa County: *(Signature / Printed Name)*	**Coalition Union – WCE:** *(Signature / Printed Name)*
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