

Presented: May 11, 2021

**ARTICLE 9  
BENEFITS PROGRAM**

Section 1 **COURT CONTRIBUTION:** For the purposes and terms of this Agreement, the Court and SEIU agree that the Flexible Benefits Program as provided by the County will apply and be offered to Court employees.

- A. Eligible full-time and part-time employees will be covered by the Flexible Benefits Program (Cafeteria Plan). June 27, 2021, the Court shall contribute an amount each biweekly pay period towards the Cafeteria Plan, in accordance with the terms and conditions of the plan document:

<u>Plan Tier</u>	<u>Flexible Credit Allowance</u>	
	<u>Full-time</u>	<u>Part-time</u>
Employee Only	\$480	\$430
Employee + One	\$520	\$463
Employee + Family	\$570	\$507

- B. Flexible credits for enrolled part-time employees shall be established on a separate basis from full-time employees. For purposes of this Article only, part-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

- C. In conjunction with the Court's implementation of the court-administered (Anthem HMO Select, Anthem Full HMO, Anthem PPO and Kaiser HMO) health care plans, the Court shall contribute an amount each biweekly pay period towards the Cafeteria Plan, effective September 5, 2021, in accordance with the terms and conditions of the plan documents:

<u>Plan Tier</u>	<u>Flexible Credit Allowance</u>	
	<u>Full-time</u>	<u>Part-time</u>
<u>Employee Only</u>	<u>\$480</u>	<u>\$355</u>
<u>Employee + One</u>	<u>\$540</u>	<u>\$400</u>
<u>Employee + Family</u>	<u>\$770</u>	<u>\$570</u>

Section 2 **CONTINUATION OF HEALTH PLAN:** It is the Court's intent to fully comply with the provisions of the Federal Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Pregnancy Disability Leave Act (PDL). Should an employee exhaust his or her annual leave/sick leave and go on medical or maternity leave of absence without pay, the Court agrees to continue to make its contribution to the Flexible Benefits Program in accordance with applicable laws, provided, however, that any such biweekly period covered pursuant to this

provision shall be credited towards, and not considered in addition to, any requirement of the FMLA, CFRA, or PDL. The Court's contributions towards reimbursement accounts or cash options in the Flexible Benefits Program will not continue during such leaves of absence. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay.

Section 3 BENEFIT PLAN CHANGES: The Court agrees to investigate other health benefit programs that are comparable to the existing plan and cost-efficient to the Court and Court employees. Should health benefit programs become available that are comparable and cost-efficient to the parties, the Court will transfer employees out of the current Flexible Benefits Program and into a new Flexible Benefits Program.

Section 4 STATE DISABILITY INSURANCE (SDI): The parties agree to continue participation in the employee paid State Disability Insurance Program (SDI) pursuant to applicable State regulations and the following provisions:

- A. For purposes of this Section only, the term "employee" shall include regular employees assigned to Court job classifications. This inclusion in the SDI program will not confer any representation rights to temporary help employees or alter in any way the definition of "employee" in the Court's Personnel Rules and Regulations or this Memorandum of Agreement.
- B. If a bargaining unit chooses to withdraw from SDI after the required two (2) years, membership must present a majority petition indicating such desire.
- C. This program shall be administered by the Court.
- D. Per State regulations, benefits for employees not previously covered by SDI shall become effective approximately seven (7) months after enrollment.