ARTICLE 11
HEALTH AND WELFARE

1. Medical and Dental Benefits
   A. Definition and Contribution Toward Benefit Plan Premiums
      1. Definitions
         a. Full-Time Employees
            Employees who are regularly scheduled to work at least thirty-two (32) hours per week or regularly scheduled to work at least thirty (30) hours per week on a ten (10) hour per day schedule.
         b. Part-Time Employees
            Employees who are regularly scheduled to work at least 20 hours but less than thirty-two (32) hours per week however, not scheduled for three (3), ten (10) hours per day.
      2. Medical Benefit Plan Contributions
         a. Full-Time Employees
            Effective January 1, 2019, for calendar year 2019, each eligible Full-Time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>2019 Medical Plans</th>
<th>County Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moda Platinum Plan</td>
<td>93.25%</td>
<td>6.75%</td>
</tr>
<tr>
<td>Moda Major Medical Plan (no-vision)</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>Kaiser Medical Plan</td>
<td>95%</td>
<td>5%</td>
</tr>
</tbody>
</table>
b. Effective January 1, 2020, each eligible Full-Time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>Full-Time Employees 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020 Medical Plans</td>
</tr>
<tr>
<td><strong>Revised Moda Plan - PPO 400 Plan</strong></td>
</tr>
<tr>
<td><strong>Moda Major Medical Plan (no vision)</strong></td>
</tr>
<tr>
<td><strong>Revised Kaiser 10/20 HMO Medical Plan</strong></td>
</tr>
</tbody>
</table>

eb. Part-Time Employees

Effective January 1, 2019, for calendar year 2019, each eligible Part-Time active enrolled employee’s monthly contribution for the purchase of a medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>Part-Time Employees 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Medical Plans</td>
</tr>
<tr>
<td><strong>Moda Platinum Plan</strong></td>
</tr>
<tr>
<td><strong>Moda Major Medical Plan (no vision)</strong></td>
</tr>
<tr>
<td><strong>Kaiser Medical Plan</strong></td>
</tr>
<tr>
<td><strong>Kaiser Maintenance Medical Plan</strong></td>
</tr>
</tbody>
</table>
d. **Effective January 1, 2020,** each eligible Part-Time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>Part-Time Employees 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2020-Medical Plans</strong></td>
</tr>
<tr>
<td><strong>Revised Moda Plan</strong> – PPO 400</td>
</tr>
<tr>
<td><strong>Moda</strong> Major Medical Plan (no vision)</td>
</tr>
<tr>
<td><strong>Revised Kaiser 10/20 HMO Medical Plan</strong></td>
</tr>
<tr>
<td>Kaiser Maintenance Medical Plan</td>
</tr>
</tbody>
</table>

3. **Dental Benefit Plan Contributions**

a. **Effective January 1, 2019,** for calendar year 2019, each eligible Full-Time active enrolled employee’s monthly contribution for dental benefit plan coverage will be calculated as a percentage of the monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>Full-Time Employees 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2019 Dental Plans</strong></td>
</tr>
<tr>
<td>Delta Dental Plan</td>
</tr>
<tr>
<td>Kaiser Dental Plan</td>
</tr>
</tbody>
</table>
b. Effective January 1, 2020, each eligible Full-Time active enrolled employee’s monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

| Willamette Dental Group Plan | 95% | 5% |

Full-Time Employees 2020

<table>
<thead>
<tr>
<th>2020 Dental Plans</th>
<th>County Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta Dental 50 Plan (revised)</td>
<td>93%</td>
<td>7%</td>
</tr>
<tr>
<td>Kaiser Dental 15 Plan (revised)</td>
<td>93%</td>
<td>7%</td>
</tr>
<tr>
<td>Willamette Dental Group Plan</td>
<td>93%</td>
<td>7%</td>
</tr>
</tbody>
</table>

cb. Each eligible Part-Time active enrolled employee’s monthly contribution for dental plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Part-Time Employees 2019

<table>
<thead>
<tr>
<th>2019 Dental Plans</th>
<th>County Contribution</th>
<th>Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delta Dental Plan</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Kaiser Dental Plan</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Willamette Dental Group Plan</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>
d. Effective January 1, 2020, each eligible Part-Time active enrolled employee’s monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

<table>
<thead>
<tr>
<th>Part-Time Employees 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2020 Dental Plans</strong></td>
</tr>
<tr>
<td>Delta Dental 50 Plan</td>
</tr>
<tr>
<td>Kaiser Dental 15 Plan</td>
</tr>
<tr>
<td>Willamette Dental Group Plan</td>
</tr>
</tbody>
</table>

B. Health Care Plan Changes During the Term of Agreement

The Association and the County have shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and increasing costs, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate to review and consider health plans, design changes and cost sharing features.

The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed upon plan changes signed by the appropriate Multnomah County authorized representative and an authorized representative employed by the Association. The Association will be entitled to two (2) nurse representative members on the EBAT in addition to the presence of the assigned labor relations representative as necessary from the Oregon Nurses Association.

The County agrees to notify the Association any time there is a proposed change in plan cost, plan design, or optional changes proposed by the carriers that would impact plan design cost or plan designs and to meet with the Association upon request.
Objections to plan or plan design changes mandated by a carrier that cannot be resolved by meeting shall be subject to impact bargaining only. Mandated coverage changes due to Federal or State laws, rules, or regulations shall be presented to the Association but will be implemented by the County as required by law.

Beginning January 1, 2019, either party may reopen Article 11 for negotiations, including but not limited to plan design changes, the number of plans available, and employee cost sharing features. The reopener of Article 11 will be subject to the same rules and bargaining process that pertains to full contract successor negotiations, e.g., Article 5, Section 2 (A-D) will be applied and the terms of Article 6 (No Strike-No Lockout) will be suspended with regard to any dispute relating to Article 11.

C. **Premium Calculations**

For Kaiser Plans, the premium charges shall be the amount charged by Kaiser to the County. For the Moda plans, the premium charges shall be calculated, using sound actuarial principles, and include projected claim costs based on plan experience as required by state regulations, *Incurred but not Reported (IBNR)* expenses, *Oregon Medical Insurance Pool* or other federal or state assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan administration costs, and an appropriate trend factor selected to limit County contributions and employee cost shares while providing adequate funding for plan operations.

If a government agency or other taxing authority imposes or increases a tax or other charge upon the County’s Medical and/or Dental benefit plan(s) or any activity of the plan(s), the County may increase the appropriate premium(s) to include the new or increased tax or charge.

D. **Employee Contribution**

Employee’s contributions will be made through payroll deductions. Enrollment in a County sponsored medical benefit plan **coverage** and associated employee contribution is mandatory for employees who do not “Opt Out” of medical benefit plan coverage.
E. **Major Medical Plan Rebates**

Full-time employees who elect coverage under the Major Medical Plan will be paid fifty dollars ($50) (gross) per month.

G. **Opt-Out of Medical Plan Benefits**

1. Employees may elect to Opt Out of the County’s medical benefit plan coverage by making that election through the applicable during the benefit enrollment process. Employees making such an election must provide annually, an affidavit or other qualifying proof of other qualifying group medical benefit plan coverage covering all tax dependents, other than Medicare, in order to make the Opt Out election. Employees will not be eligible to change their election until the County’s official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

2. **Full-Time Employees Who Opt-Out**

Full-time employees who Opt-Out of benefit plan coverage will receive a reimbursement paid by the County of two-hundred-fifty dollars ($250) (gross) per month ($125 (gross) paid on each paycheck).

3. **Part-Time Employees who Opt-Out**

Part-time employees who Opt-Out of medical benefit plan coverage will receive a reimbursement paid by the County of one hundred twenty-five dollars ($125) (gross) per month ($62.50 paid on each paycheck).

4. Employees may also elect to decline dental plan coverage through the County. However, there is no reimbursement associated with declining dental coverage and no proof of other dental coverage is required. Employees will not be eligible to change this election until the County’s official annual open enrollment period unless the employee experiences an IRS-recognized family status change event that would allow a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

H. **Successor Plans and Carriers**

In the event that any of the current benefit plans become unavailable, the
County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit levels. If a plan or carrier is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan.

If the County chooses to change from a plan or carrier which is still available, the County agrees that the overall existing level of benefits for each plan will not be reduced and the coverage will be duplicated as closely as possible.

I. **Premium Reimbursement for Part-Time Employees**

1. A part-time employee who works a minimum of one-hundred-twenty-eight (128) hours during two (2) consecutive payroll periods will be reimbursed for the difference between the part-time employee contribution and the full-time employee contribution, as if they were entitled to full-time benefits during that period for their elected County offered medical and/or dental plans.

2. A part-time employee who has elected the Kaiser Maintenance plan will be reimbursed for the amount of their part-time employee contribution (because this plan does not have a full-time equivalent plan).

3. There is no reimbursement available to employees who have elected the Major Medical plan or "Opt-Out".

4. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

5. “Work” for purposes of this section is defined as regular hours worked, overtime hours worked (counted on a straight time basis for meeting this hourly requirement) and other paid time such as vacation, sick. **Shift-swap time coded TX01 is not eligible for consideration.**

6. **Reimbursement requests must be submitted to the Employee Benefits Office within ninety (90) days of the last payroll period of eligible Full-Time work.**

J. **Retirees**
Provisions governing retiree participation in County medical and dental plans are in Section 2 below.

K. **Default Enrollment**

1. New full-time employees who fail to submit a timely **application enrollment** to Opt-Out or enroll into the medical and dental benefit plans described in Section A will be enrolled by default in the County’s Major Medical PPO plan and Delta Dental 50 plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application* requestings dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

2. New part-time employees who fail to submit a timely **application enrollment** to Opt-Out or enroll into the medical and dental benefits plans described in Section A above will be enrolled by default in the County’s Major Medical plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plan if the employee submits application* requestings dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

L. **Eligible Dependents** (Enrollment & Termination of Enrollment)

1. **Spouses and domestic partners**
   
   a. **Definitions**
      
      i. A “spouse” is a person to whom the employee is legally married.
      
      ii. A “domestic partner” is a person with whom the employee:

         (a) Jointly shares the same permanent residence for at least six (6) months immediately preceding the date of submitting signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry or State of Oregon Domestic Partner registry, the six (6) month waiting period is waived; and
         
         (b) Has a close personal relationship; and
         
         (c) In addition, the employee and the other person
must share the following characteristics:

1. Are not legally married to anyone;
2. Are each eighteen years of age or older;
3. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
4. Were mentally competent to contract when the domestic partnership began;
5. Are each other’s sole domestic partner;
6. Are jointly responsible for each other’s common welfare including “basic living expenses” as defined in the Affidavit of Marriage or Domestic Partnership.

b. **Enrollment of Spouse/Domestic Partner**

An Employee may enroll a spouse or domestic partner in County medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic Partnership and applicable enrollment process. Enrollment times and other procedures for administration of the medical and dental benefit plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plans as the employee.

2. **Children**

   a. **Definition**

   “Eligible children” includes:
   
   i. any biological or adoptive child of the employee or employee’s spouse/domestic partner who is under the age of twenty-six (26); or
   ii. A court appointed ward of the employee or employee’s spouse/domestic partner to the age of majority [most commonly age eighteen (18)] or to the age stipulated in the court documents but not to exceed age twenty-six (26); or
   iii. Anyone under the age of twenty-six (26) for whom the employee is required by court order to provide coverage, or
iv. The newborn child of an enrolled, unmarried, eligible child of the employee or employee’s spouse/domestic partner (grandchild of employee) if:

a. the parent child is under age twenty-three (23) at the time of the grandchild’s birth, and

b. both the parent child and grandchild reside with the County employee.

Grandchild’s eligibility for coverage ends upon the parent child’s twenty-third (23rd) birthday or marriage date, whichever occurs first, unless the County employee has legal custody of the grandchild.

v. An eligible dependent enrolled under the employee’s County sponsored health plan, who becomes permanently disabled prior to their twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after reaching the usual maximum dependent age of twenty-six (26). Employees with a dependent child in this situation should contact the County Employee Benefits Office three (3) months prior to the child’s twenty-sixth (26th) birth date to initiate eligibility review process.

b. Enrollment of Dependent Children

Employee may enroll eligible children in County medical and dental benefit plans upon completion of the County’s applicable Benefits Enrollment process. Children must be enrolled in the same plans as the employee.

c. Taxability of Dependent Health Plan Coverage

Health plan coverage provided to domestic partners, children of domestic partners, and/or other dependents who do not meet IRS Child, Qualified Child, or IRS Qualified Relative requirements is subject to imputed income tax on the value of the coverage in accordance with IRS regulations.

3. Termination of Dependent Health Plan Coverage

Written notice from the employee upon termination of marriage or domestic partnership or any other change in dependent eligibility is required. Employees
are responsible for timely reporting of any change in the eligibility status of enrolled dependent family members to the County Employee Benefits Office.

a. To protect COBRA rights, employees must notify Employee Benefits Office of the dependent's status change within sixty (60) days of the qualifying event. Federal law shall govern COBRA eligibility for disqualified dependents.

b. Employees whose marriage or domestic partnership ends must complete the submitting of a Statement of Termination Dissolution of Marriage/Domestic Partnership through the Benefit Change process to report the event.

c. Employees must remove from coverage a child who has become ineligible by completing the Benefit Change process. Removal of a dependent that ages off the plan does not require any action on the employee’s part.

d. Employees who fail to remove an ineligible spouse, domestic partner, or child within sixty (60) days of the qualifying event and have not elected to purchase COBRA coverage for the terminated dependent will be required, retroactive to the coverage end date, to reimburse the County sponsored health plan for claims incurred and paid while the former spouse, partner, or child remained enrolled but was no longer an eligible dependent.

e. Dependent health plan coverage ends on the last day of the calendar month in which the termination occurs, examples.

<table>
<thead>
<tr>
<th>Terminating Event</th>
<th>Coverage End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divorce</td>
<td>End of month divorce became final</td>
</tr>
<tr>
<td>Dissolution of Oregon State registered domestic partnership</td>
<td>End of month dissolution of partnership becomes final.</td>
</tr>
<tr>
<td>Dissolution of domestic partnership initiated by Affidavit or Multnomah County Registry</td>
<td>End of month that partner moved out of shared residence</td>
</tr>
<tr>
<td>Childs reaches maximum dependent ages</td>
<td>End of the month that maximum age birth date occurs</td>
</tr>
</tbody>
</table>
M. When Benefits Coverage Begins and Ends

1. Coverage for new employees
   a. Medical and Dental Benefits
      The employee’s and eligible dependents’ medical and dental benefits will be effective the first (1st) day of the month following or coinciding with date of hire, provided the employee has completed their benefit enrollment process and provided submitted any other required documentation to the Employee Benefits Office on or before prior to that date. Employees who complete the submit their benefit enrollment process after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following the date the employee has enrolledment process is completed. Employees who do not submit their benefit enrollment within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of employment.

2. Benefits coverage for terminating employees
   a. Retirees
      i. County-subsidized coverage
         Benefits options for retirees are provided for in Section 2 of this article.
      ii. Continuation of coverage through COBRA
         Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.
   b. Other terminating employees
      i. County sponsored coverage
         County sponsored medical and dental benefit plan coverage ends based on the employees last regularly scheduled working day in pay status:

<table>
<thead>
<tr>
<th>Last Day in Paid Status</th>
<th>Coverage Ends</th>
</tr>
</thead>
</table>
Example: Employee A’s last working day in paid status is July 15. Employee A’s County sponsored health plan coverage will end July 31. Employee B’s last working day in paid status is July 16. Employee B’s County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

ii. Continuation of coverage through COBRA
Terminating employees may purchase continued coverage under County medical and dental benefits plans on a self-pay basis as mandated by law.

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days
Employees’ benefits plan coverage will not be affected by unpaid leaves of absence of less than thirty (30) days’ duration. Unpaid cost shares will be recovered from the employee when the employee returns to paid status.

b. FMLA and/or OFLA Leaves
   i. The County will contribute toward medical/vision/prescription and dental benefit plan coverage during unpaid approved FMLA and/or OFLA leave as required by law. Unpaid cost shares will be recovered from the employee when the employee returns to paid status.
   ii. If the employee remains on unpaid leave for more than thirty (30) days after FMLA and/or OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence per “Subsection c.i” below, except that the last day of FMLA and/or OFLA leave will be deemed the employee’s last day in pay status.

c. Non-FMLA/OFLA unpaid leaves
   i. Lapsing of County-subsidized coverage
Lapsing of County-subsidized coverage occurs after passage of thirty (30) day leave period. Thirty-first (31st) day of leave with unpaid status triggers loss of health plan coverage. If thirty-first (31st) day of unpaid non-FMLA/OFLA leave occurs:

<table>
<thead>
<tr>
<th>31st Day of Unpaid Non-FMLA/OFLA Leave</th>
<th>Coverage Ends</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st - 15th of month</td>
<td>End of the month</td>
</tr>
<tr>
<td>16th - 31st of month</td>
<td>End of the following month</td>
</tr>
</tbody>
</table>

**Example:** Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave period exceeds thirty (30) days. Thirty-first (31st) day of unpaid leave is August 14. Employee A's County sponsored health plan coverage will end August 31. Employee B goes on non-FMLA/OFLA unpaid leave July 18. Unpaid leave period exceeds thirty (30) days. Thirty-first (31st) day of leave is August 17th. Employee B's County sponsored health plan coverage will end September 30.

**ii. Continuation of Coverage through COBRA**

Employees may continue to purchase coverage under County medical and dental benefits plans on a self-pay basis as mandated by law.

**iii. Benefits Coverage upon return from a leave**

a. Employees returning from a leave of absence without pay during the same plan year will be reinstated to the same medical and dental benefit plans (or successor plans) they had when they left County employment. If they return from leave the first (1st) day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first (1st) day of the month following their return from leave.

b. Employees returning from unpaid non-FMLA/OFLA leave in a new plan year may enroll in different plans within thirty-one (31) days of their will have an open enrollment opportunity when they return from leave for the
same length of time as Open Enrollment. Such employees must notify the County Employee Benefits Office and complete the health plan enrollment upon their return to work. If submitted enrollment is received on the first (1st) day of the month, the change will be effective that day; otherwise, coverage will be in effect the first (1st) day of the month following the employee's completed enrollment by the County Employee Benefits Office.

2. **Retiree Medical Insurance**

Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

A. **Definitions**

For purposes of this section, "retiree" refers to a person who separated from County employment on or after July 1, 1992 and, at the time of separation, occupied a position covered by the ONA bargaining unit, and was eligible to initiate a PERS retirement benefit at the time of separation from County employment. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the ONA bargaining unit.

B. **Right to Participate**

Except as otherwise provided in this section, retirees may continue to participate in the County medical and dental plans available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

C. **Choice of Plan**

To the extent members are permitted to choose among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees participating in the members' medical insurance plan shall be subject to the
application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

D. **Retiree Responsibilities**

The retiree shall be responsible for promptly notifying the County Retiree Coordinator in writing of any changes in the retiree’s current address and of any changes in retiree or dependent eligibility for coverage, including eligibility for Medicare.

E. **Eligibility for County Payment of One-Half of Premium**

The following terms related to benefit payments, service and age requirements shall also apply:

1. **Payment at Fifty-Eight (58):**

   The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and the retiree’s eligible dependents from the retiree’s fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

   a. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or
   b. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or
   c. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

2. **Payment at Fifty-Five (55) or Earlier:**

   The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and the retiree’s eligible dependents from the retiree’s fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree’s sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System (PERS) and Oregon Public Service Retirement Plan (OPSRP) and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however, that employees employed on or before July 1,
1992, who are eligible for regular PERS/OPSRP retirement with thirty (30) years of PERS/OPSRP SERVICE and twenty (20) years of County service shall be eligible for County payment of half the medical premiums without waiting until age fifty-five (55).

F. **Eligibility for Medicare**

Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection e of this section.

G. **Part-Time Pro-rating**

Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection e of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

H. **Requirement to Continuously Participate**

1. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e. fifty percent (50%) or one hundred (100%), as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section.

2. A retiree who retires on or after ratification of this Agreement will be allowed to leave County coverage, and then opt back on to a County plan, as a one-time opportunity. To receive this benefit, however, the retiree must demonstrate continuous coverage under a plan that meets the minimum value requirements set forth under the Affordable Care Act (ACA), e.g., an employer-sponsored group medical plan. The retiree must enroll within sixty (60) calendar days of loss of coverage under the non-County group medical plan. The effective date of coverage will be the first day of the month on or after receipt of all enrollment forms.
3. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed the County’s collection agent to invoice or electronically transfer funds (EFT) from their account the retiree has authorized and instructed PERS/OPSRP to regularly deduct their portion of the premium from their pension check and remit that amount to the County’s collection agent, or if it is received by the County’s designated collection agent at least thirty (30) days prior to the month for which the resulting coverage will apply.

4. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

I. State and Federal Tax Offset

In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County’s outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of the premium so that the net County costs will remain unchanged.)

J. Grandfathering Provision

In lieu of the benefits provided under the preceding subsections of this section, employees hired prior to the signing date of this 1994-98 agreement who retire from Multnomah County employment at age sixty (60) or after, but before they are eligible for Medicare, and who have at least five (5) years of County service, may elect to have the County pay one hundred percent (100%) of the premium for the group medical health plan until such time as the person is eligible for Medicare subject to the limitations of section 2 above.

K. Medical Health Plan
The County shall continue to make available to retirees group medical health plan benefits that are made available to active employees.

L. **Premium Contributions**

Effective July 1, 1999, except as otherwise provided in this Article, if individual employees are required by this agreement to make premium contributions by payroll deduction pursuant to section 1(Q) of this article, the employer contribution toward eligible retirees' insurance under this article shall be fifty percent (50%) of the employer contribution it makes for an active employee on the same plan and participation level rather than fifty percent (50%) of premium; PROVIDED, that the amount shall be one hundred percent (100%) of the employer contribution made on behalf of an active employee on the same plan and participation level rather than one hundred percent (100%) of premium for employees hired before December 7, 1994, who opt for the retiree insurance program provided under Subsection j of this section.

3. **Flexible Spending Accounts**

A. **Medical Expenses**

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pretax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan **number 504**.

B. **Dependent Care Expenses**

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan **number 502**.

C. **Transportation Expenses**

To the extent permitted by law, Transportation Assistance Plan (TRP) accounts, which allow employees to pay for transit and parking with pre-tax wages, will be available according to the terms of the Multnomah County Transportation Expense Plan, as may be modified from time to time.
4. **Life Insurance**
   The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty-thousand dollars ($30,000). Any increases to the County provided coverage are subject to the terms of the insurance contract.

   Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

   Upon retirement after at least five (5) years of County service, retirees of Multnomah County will be provided with two thousand dollars ($2,000) term life insurance coverage.

5. **Optional Short-Term Disability Insurance**
   Any full-time or part-time employee covered by this Agreement may participate, consistent with carrier contract(s), in the County’s optional short-term disability insurance program through the County’s group policy plan as specified to the Association. The monthly premium must be paid individually through payroll deduction. Optional short-term disability benefit waiting elimination period is thirty (30) days for timely enrollees (enrolling within thirty-one (31) days of hire) with benefits ending at the ninetieth (90th) day. Qualification is subject to the eligibility requirements of the disability carrier contract.

6. **Long-Term Disability Insurance**
   A. The County will provide long term disability insurance to all benefit eligible members of the bargaining unit who are regularly scheduled to work at least half (1/2) time. The insurance is provided through the County’s group policy plan as specified to the Association. There will be a ninety (90) day benefit waiting elimination period.

   B. In the event an employee is on an approved FMLA/OFLA leave and has an approved long-term disability (LTD) claim, the County will continue to pay the employer share of the premium to provide medical insurance coverage. Once FMLA/OFLA entitlement has been exhausted, COBRA will be offered on a self-paid basis.

7. **Long-Term Care**
   Any bargaining unit employee covered by this agreement may participate in a long-
term care insurance program developed by the County and the Association consistent with carrier contracts, the monthly premiums to be paid individually through payroll deduction.