

Memorandum of Agreement
Implementation of Article 11 – Health and Welfare

I. Parties

The parties to this Agreement are Multnomah County, Oregon, hereinafter referred to as the County, and Local 86, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

II. Background

The County and the Union are currently in negotiations for a successor agreement to be effective July 1, 2007. Negotiations are at the interest arbitration stage, awaiting the decision of an arbitrator. Article 11 – Health and Welfare is not in dispute. The parties want to implement Article 11 so that members can participate in open enrollment for agreed upon changes that are to be effective January 1, 2009. Therefore, without delay, the parties have agreed that the following contract language will go into effect upon signing of this agreement and that the language will be inserted into the parties July 1, 2007 agreement.

III. Agreement

ARTICLE 11

HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Medical/Vision/Prescription/Dental Insurance Coverage (July 1, 2007 – December 31, 2008)

1. Full-time employees (July 1, 2007-December 31, 2008)

a. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan			
	Single	\$499.68	\$49.98
	Two-Party	\$999.38	\$99.94
	Family	\$1,425.14	\$142.50
ODS Preferred PPO Plan			
	Single	\$439.18	\$13.18
	Two-Party	\$878.36	\$26.36
	Family	\$1,252.58	\$37.58
ODS Major Medical Plan - Full-Time employee receives \$50 monthly rebate			
	Single	\$225.06	\$0.00
	Two-Party	\$448.68	\$0.00
	Family	\$639.14	\$0.00
Kaiser HMO Plan			
	Single	\$430.64	\$8.60
	Two-Party	\$861.28	\$17.24
	Family	\$1,227.32	\$24.54

Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

b. Dental Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Dental Plan			
	Single	\$46.92	\$4.68
	Two-Party	\$93.86	\$8.46
	Family	\$133.72	\$12.04
Kaiser Dental Plan			
	Single	\$71.66	\$8.04
	Two-Party	\$143.30	\$16.08
	Family	\$204.20	\$23.80

Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

2. Part-time employees (July 1, 2007-December 31, 2008)

1 **a. Medical/Vision/Prescription Insurance**

2 Effective July 1, 2007 each eligible part-time active enrolled
3 employee's monthly contribution for the purchase of a medical/vision/prescription
4 benefit plan is as follows:

Plan		Total Premium	Part-Time Employee Monthly Contribution Rate	
ODS Plus PPO Plan				
	Single	\$499.68	\$274.62	
	Two-Party	\$999.38	\$550.70	
	Family	\$1,425.14	\$786.00	
ODS Preferred PPO Plan				
	Single	\$439.18	\$164.12	
	Two-Party	\$878.36	\$379.68	
	Family	\$1,252.58	\$563.44	
ODS Major Medical Plan				
	Single	\$225.06	\$0.00	
	Two-Party	\$448.68	\$0.00	
	Family	\$639.14	\$0.00	
Kaiser HMO Plan				
	Single	\$430.64	\$155.58	
	Two-Party	\$861.28	\$362.60	
	Family	\$1,227.32	\$538.18	
Kaiser Maintenance Medical Plan				
	Single	\$323.04	\$0.00	
	Two-Party	\$646.06	\$25.84	
	Family	\$920.64	\$64.44	

5
6 The County will provide the ODS Major Medical Plan at no
7 cost to part-time employees. Part-time employees may elect to purchase one of the
8 other medical/vision/prescription plans available through the County and part-time
9 employee will pay the difference in cost between the County's allowance for the Major
10 Medical Plan and the cost of the selected plan based on coverage level (single, two-
11 party, or family). The County will provide an additional \$50 monthly premium subsidy
12 to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred
13 PPO Plan, regardless of tier.

14 Although the above listed Total Premiums may change on
15 July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution
16 Rates through December 31, 2008.

17 **b. Dental Insurance**

Part-time employees may receive dental benefits upon payment of fifty percent (50%) of the total monthly dental plan premium.

B. Medical/Vision/Prescription/Dental Insurance Plans (Effective January 1, 2009)

1. Plan Year.

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009.

2. ODS Medical Plan

a. Effective January 1, 2009, the County will offer a new self-insured medical plan administered by ODS. The new plan is the ODS Platinum Plan.

b. Effective January 1, 2009, the Plus and Preferred medical plans will no longer be available to members (active, COBRA, or retired).

c. The Major Medical Plan will continue to be offered through December 31, 2009 to Full-Time, Part-Time employees, COBRA, and retired participants. Effective January 1, 2010, the Major Medical Plan will only be available to Part-Time employees, COBRA, and retired participants.

d. The new ODS Platinum Plan will be administered by ODS and will include the following coverage:

Medical Coverage Levels		
Annual Deductible	\$300.00 individual	\$900.00 family
Annual Out of Pocket Maximum	\$1,500.00 individual	\$4,500.00 family
Alternative Care (limited to licensed chiropractor or massage therapist)	50% up to \$350.00 per individual	No family maximum
Emergency Room	\$100.00 co-pay Waived if admitted	
Routine Physical (payable at appropriate co-insurance level and not subject to annual deductible)	Up to \$400.00 – per plan year for services rendered by a MD, DO, or ND	
Percentage of coverage by plan		
Type of Care	In-Network Provider	Out of Network Provider
Office Visits	85%	65%
Inpatient Hospital	85%	65%
Outpatient Surgery	85%	65%
Acupuncture	85%	65%
Lifetime Maximum	\$2 million per person (all ODS plans combined)	
Hearing aids (exam/appliance)	50% up to \$500 per 36 months, per ear	
Prescription Drug Coverage for ODS Platinum Plan		

Retail Prescription Drugs	30-Day Supply	
Generic (Tier1)	20% co-pay with \$50 maximum	
Preferred Brand Name (Tier 2)	20% co-pay with \$50 maximum	
Non-Preferred Brand Name (Tier 3)	50% co-pay with no maximum	
Mail Order Prescription Drugs	90-Day Supply	
Generic (Tier 1)	20% co-pay with \$30 maximum	
Preferred Brand Name (Tier 2)	20% co-pay with \$125 maximum	
Non-Preferred Brand Name (Tier 3)	50% co-pay with no maximum	
Annual Rx out of pocket maximum Tier 1 and Tier 2 only apply towards annual maximum. Co-pays for Tier 3 Non-Preferred Brand Name do not apply towards out of pocket maximum.	\$2,000.00 per person	
		No family maximum. Not combined with medical out of pocket maximum

e. Naturopathic doctors (ND) will be covered the same as medical doctors (MD) and osteopathic doctors (DO). The parties recognize that not all naturopathic doctors are PPO Network members and not all naturopathic procedures are covered by insurance. Employees are responsible for confirming both provider PPO Network status and coverage levels prior to treatment. Routine physical exams are covered per the chart above. The deductible and applicable co-payments will apply for all other covered services. All prescription medication must be purchased through the County's network pharmacy plan.

3. **ODS Dental Plan** There are no changes to the existing ODS Dental Plan.

4. **Kaiser Medical Plan**

a. Effective January 1, 2009 office visit co-pays will be ten dollars (\$10).

b. Prescription co-pays will be ten dollars (\$10) for a thirty (30) day supply for generic and formulary brand-name medications. The mail order co-pay will be twenty dollars (\$20) for a ninety (90) day supply, generic and formulary brand-name medications.

c. The Kaiser Maintenance Medical Plan is available to Part-Time employees and retirees. It is not available to Full-Time employees.

5. **Kaiser Dental and Orthodontia Plan**

a. Effective January 1, 2009 office visit co-pay will be ten dollars (\$10).

1 **b.** Effective January 1, 2009 coverage for Orthodontia treatment will
2 continue to be limited to children under age eighteen (18) only. The maximum benefit
3 allowance, per child, will be three thousand dollars (\$3,000.00). A member will pay fifty
4 percent (50%) of charges, from a Kaiser Orthodontist, for the first six thousand dollars
5 (\$6,000) in treatment costs. A member will pay one hundred percent (100%) of charges
6 in excess of the first six thousand dollars (\$6,000) in treatment costs. For example: if
7 the total cost for orthodontia comes to six thousand seven hundred dollars (\$6700), the
8 employee would be responsible for fifty percent (50%) of the first six thousand dollars
9 (\$6,000), and then one hundred percent (100%) of the remainder. In this example the
10 total employee cost would be three thousand seven hundred dollars (\$3700) ($\$6000 \times$
11 $50\% = \$3000 + \700 which is 100% of the balance over \$3000). (Any covered dependent
12 who has been banded prior to January 1, 2009 under the existing Kaiser Orthodontic
13 program (which will end December 31, 2008) will remain eligible to receive the existing
14 orthodontic benefit for the remainder of current orthodontic treatment plan or treatment
15 phase.)

16 **C. Definitions and Contributions Toward Insurance Premiums**

17 **1. Definitions**

18 **a. Full-Time Employee Definition**

19 Employees who are regularly scheduled to work at least thirty-two
20 (32) hours per week, or regularly scheduled to work at least thirty (30) hours per week
21 on a ten (10) hour per day schedule.

22 **b. Part-Time Employee Definition**

23 Effective January 1, 2009 the following definitions will apply to Part-
24 Time employees related only to Article 11, Section I Medical and Dental Insurance.
25 These new definitions do not apply to other sections or articles of the contract.

26 **i) Three-Quarter Time Employee Definition**

27 Employees who are regularly scheduled to work at least
28 thirty (30) hours but less than thirty-two (32) hours per week (however, not scheduled
29 for three (3), ten (10) hours per day) are hereinafter referred to as Three-Quarter Time
30 employees.

31 **ii) Half-Time Employee Definition**

Employees who are regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week are hereinafter referred to as Half-Time employees.

2. Medical Insurance Contributions

a. Full-Time Employees

Effective January 1, 2009 each eligible Full-Time active, enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium as follows:

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Platinum Plan	93.25%	6.75%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

During 2009 Full-Time employees who enroll in the Major Medical coverage will be eligible for a monthly fifty dollar (\$50) rebate.

b. Three-Quarter Time Employees

Effective January 1, 2009 each Three-Quarter Time eligible active, enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium by tier as follows:

Three-Quarter Time Employees		
Medical Plan	County Contribution	Employees' Contribution
ODS Platinum Plan	75%	25%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

c. Half-Time Employees

Effective January 1, 2009 each Half-Time eligible active, enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan and coverage tier as follows:

Half-Time Employees		
Medical Plan	County Contribution	Employees' Contribution
ODS Platinum Plan	50%	50%

ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

d. Effective January 1, 2009 Half-Time employees who enroll in the ODS Platinum Plan will receive an additional thirty-five dollar (\$35) monthly premium subsidy provided by the County. This additional premium subsidy will end December 31, 2009. Beginning January 1, 2010, there will be no premium subsidy associated with this election.

e. Effective January 1, 2009 Half-Time employees who enroll in the Kaiser Medical Plan will receive an additional fifty dollar (\$50) monthly premium subsidy provided by the County. This monthly premium subsidy will continue for the duration of the contract.

3. Dental Insurance Contributions

a. Effective January 1, 2009 each eligible Full-Time active, enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium as follows:

Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

b. Effective January 1, 2009 each eligible Three-Quarter Time active, enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium as follows:

Three-Quarter Time Employees		
Dental Plan	County Contribution	Employees' Contribution
ODS Dental Plan	75%	25%
Kaiser Dental Plan	75%	25%

c. Effective January 1, 2009 each eligible Half-Time active, enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium as follows:

Half-Time Employees		
Dental Plan	County Contribution	Employees' Contribution
ODS Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

1
2 **D. Premium Calculations.** For Kaiser Plans, the premium charges shall be
3 the amount charged by Kaiser to the County. For the ODS plans, the premium charges
4 shall be calculated, using sound actuarial principles, and include projected claim costs
5 based on plan experience as required by state regulations, IBNR expenses, Oregon
6 Medical Insurance Pool assessments, pharmaceutical claim expenses, stop-loss
7 premiums, third-party benefit plan administration costs, and an appropriate trend factor
8 selected to limit County contributions and employee cost shares while providing
9 adequate funding for plan operations.

10 **E. Employee Contribution.** Employee contributions will be made through
11 payroll deductions. Enrollment in a County sponsored medical/vision/prescription plan
12 and associated employee contribution is mandatory for employees who do not "Opt Out"
13 of medical/vision/prescription coverage.

14 **F. Employee Cost-Share Review**

15 1. The parties recognize that the current structure for employee
16 premium sharing needs to be reviewed and modified. Certain inequities are built into
17 the current system. For example, employees who are regularly scheduled to work:

18 a. at least thirty-two (32) hours per week but less than forty (40)
19 hours or regularly scheduled to work at least thirty (30) hours per week on a ten (10)
20 hour per day schedule are considered Full-Time employees,

21 b. at least thirty (30) hours per week but less than thirty-two (32)
22 hours per week are considered Three-Quarter Time employees, and

23 c. at least twenty (20) hours per week but less than thirty (30)
24 hours per week are considered Half-Time employees.

25 The parties recognize that the Local 88 Employee Benefit Team is charged
26 with exploring the feasibility of designing a pro-rated employee premium sharing
27 structure that is more equitably linked to actual FTE than the three tiers outlined in this
28 Article.

29 The parties agree to meet and take into consideration any recommendations
30 issued by the Local 88 Employee Benefit Team that addresses any changes to the
31 current pro-rated structure.

32 **G. Opt-Out - Waiver of Benefits.**

1 a. Employees may elect to waive participation (Opt Out of coverage)
2 in the County's medical/vision/prescription insurance plans by making that election on
3 their Benefit Enrollment form. Employees making such election must provide proof of
4 other group medical/vision/prescription insurance in order to make the Opt Out election.
5 Employees will not be eligible to change their election until the County's official open
6 enrollment period, unless the employee experiences an IRS recognized family status
7 change event that would allow a mid-year health plan election change.

8 b. **Full-Time Employees Who Opt Out.**

9 Effective July 1, 2007 employees who Opt Out
10 medical/vision/prescription coverage will receive a reimbursement paid by the County of
11 \$150 (gross) per month.

12 Effective January 1, 2009 employees who waive
13 medical/vision/prescription coverage will receive a reimbursement paid by the County of
14 \$250 (gross) per month.

15 c. **Part-Time Employees who waive coverage.**

16 Effective July 1, 2007 employees who waive
17 medical/vision/prescription coverage will receive a reimbursement paid by the County of
18 \$75 (gross) per month.

19 Effective January 1, 2009 employees who waive
20 medical/vision/prescription coverage will receive a reimbursement paid by the County of
21 \$125 (gross) per month.

22 H. **Successor Plans and Carriers**

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

29 If the County chooses to change from a plan or carrier which is still
30 available, the County agrees that the overall existing level of benefits for each plan will
31 not be reduced.

32 I. **Premium Reimbursement for Part-time employees**

1 **Effective July 1, 2007 – December 31, 2008** Part-time employees who
2 work full time (at least .8 FTE) for six consecutive pay periods will be reimbursed , as if
3 they were entitled to full time benefits (does not include Major Medical Plan Option
4 rebate), for premium payments made to the County for those payroll periods, adjusted
5 for taxes. However, such payment will be made only upon written request submitted by
6 the employee to the Employee Benefits Office within 90 days of the last payroll period of
7 full-time work.

8 **1. Reimbursement Eligibility (Effective January 1, 2009)**

9 Three-Quarter Time and Half-Time employees will be eligible for
10 premium reimbursement if they work the minimum required number of hours for each of
11 six (6) consecutive pay periods. The six (6) pay periods used for calculation are
12 considered a single qualifying block of time. The six (6) consecutive pay period block
13 shall only be applied to one reimbursement request. Changes to a submitted
14 reimbursement request will be considered only if a submitted payroll period is
15 determined to be ineligible.

16 **2. Hours Required for Reimbursement (Effective January 1, 2009)**

17 a. For purposes of this calculation, Full-Time is defined as the
18 total number of regular hours in a pay period for an employee scheduled to work
19 Monday through Friday, eight (8) hours per day.

20 b. "Work" for purposes of this section is defined as regular hours
21 worked, and any paid time such as holiday, vacation or sick time. Overtime hours are
22 not considered time worked for purposes of reimbursement calculations.

23 c. Hours required for Three-Quarter-Time reimbursements and
24 Full-Time reimbursements per pay period will be calculated according to the chart
25 below.

26

Per Pay Period		
Total Regular Hours	Minimum Qualifying Hours	
Full-Time	Full-Time Reimbursements	Three-Quarter Time Reimbursements
72	57.5	54
80	64	60
88	70.5	66
96	76.75	72

1 **3. Reimbursement Options (Effective January 1, 2009)**

2 **a. Full-Time Reimbursement**

3 Three-Quarter Time employees and Half-Time employees may be
4 eligible for Full-Time reimbursements. To qualify, time worked in each pay period must
5 meet the minimum qualifying hours for Full-Time reimbursements for all six (6)
6 consecutive pay periods. Any such premium reimbursements made to the employee
7 will be adjusted for appropriate taxes.

8 **b. Three-Quarter Time Reimbursement**

9 Half-Time employees may be eligible for Three-Quarter Time
10 reimbursements. To qualify, time worked in each pay period must meet the minimum
11 qualifying hours for Three-Quarter Time reimbursements for all six (6) consecutive pay
12 periods. Any such premium reimbursements made to the employee will be adjusted for
13 appropriate taxes.

14 **c. Example**

15 A Half-Time employee works six (6) consecutive pay periods, three
16 (3) pay periods at Three-Quarter Time and three (3) pay periods at Full-Time (see
17 chart). The employee would be eligible to apply for a Three-Quarter reimbursement
18 using these six (6) consecutive pay periods. The employee would not be eligible to
19 apply for a Full-Time reimbursement using these six (6) consecutive pay periods.

20 **d. Reimbursements Combining 2008 and 2009 Pay Periods**

21 Any requests using a combination of 2008 and 2009 pay periods will
22 be eligible for Full-Time reimbursement only. The minimum qualifying hours for 2008 is
23 sixty-four (64) hours per pay period. The minimum qualifying hours for 2009 is based
24 on Full-Time reimbursement hours in the above chart listed above.

25 **e. Employees who elect the Kaiser Maintenance Plan will not be**
26 **eligible for medical plan premium reimbursements.**

27 **f. Employees who elect the Major Medical Plan will not be**
28 **eligible for medical plan premium reimbursements.**

29 **g. Employees who elect to "Opt-out" and/or decline dental plan**
30 **enrollment will not be eligible for premium reimbursement.**

31 **h. Reimbursement payments will be made only upon written**
32 **request submitted by the employee to the Employee Benefits Office within ninety (90)**

1 days of the last payroll period of eligible Full-Time or Three-Quarter Time work.

2 J. **Retirees**

3 Provisions governing retiree participation in County medical and
4 dental plans are in Article 16, "Section V".

5 K. **Default Enrollment**

6 1. New full-time employees who fail to submit timely application for
7 enrollment into the medical-dental benefit plans described in Section A.1 will be enrolled
8 by default in the County's Major Medical plan and ODS Dental plan, with employee only
9 coverage. Effective January 1, 2010 default plans will be ODS Platinum Plan and ODS
10 Dental Plan described in Section B.2. Eligible dependents of such employees may be
11 enrolled in the default plans if the employee submits application requesting dependent
12 enrollment within 15 days of receiving notice of his or her default enrollment.

13 2. New part-time employees who fail to submit a timely application for
14 enrollment into the medical and dental benefits described in Section A.2 (Effective
15 January 1, 2009 default plan is described in Section B.2) above will be enrolled by
16 default in the County's Major Medical plan, with employee only coverage. Eligible
17 dependents of such employees may be enrolled in the default plan if the employee
18 submits application requesting dependent enrollment within 15 days of receiving notice
19 of his or her default enrollment.

20 L. **Eligible Dependents**

21 1. **Spouses and domestic partners**

22 a. **Definitions**

23 i. A "spouse" is a person to whom the employee is
24 married under Oregon law.

25 ii. A "domestic partner" is a person with whom the
26 employee:

27 (a) Jointly shares the same permanent residence
28 for at least six months immediately preceding the date of signing an Affidavit of
29 Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if
30 registered with the Multnomah County partnership registry or State of Oregon Domestic
31 Partner registry, the six month waiting period is waived; and

32 (b) Has a close personal relationship.

1 In addition, the employee and the other person must share the following characteristics:

2 (c) Are not legally married to anyone;

3 (d) Are each eighteen years of age or older;

4 (e) Are not related to each other by blood in a
5 degree of kinship closer than would bar marriage in the State of Oregon;

6 (f) Were mentally competent to contract when the
7 domestic partnership began;

8 (g) Are each other's sole domestic partner;

9 (h) Are jointly responsible for each other's
10 common welfare including "basic living expenses" as defined in the Affidavit of Marriage
11 or Domestic Partnership.

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

13 Employee may enroll spouse or domestic partner in County
14 medical and dental plans upon completion of the County's Affidavit of Marriage or
15 Domestic Partnership and applicable enrollment forms. Enrollment times and other
16 procedures for administration of the medical/vision and dental insurance plans shall be
17 applied to employees with domestic partners in the same manner as to married
18 employees to the extent allowed by the law. Spouse or domestic partner must be
19 enrolled in the same plan as the employee.

20 **2. Children**

21 **a. Definition**

22 "Eligible children" includes:

23 (i) any unmarried biological or adoptive child of the
24 employee or employee's spouse/domestic partner who is under the age of 23 is a
25 dependent under the federal tax code and chiefly supported by the employee or
26 employee's spouse/domestic partner; or

27 (ii) a court appointed ward of the employee or
28 employee's spouse/domestic partner; or

29 (iii) anyone under the age of 23 for whom the employee is
30 required by court order to provide coverage, or

31 (iv) the children (grandchild of employee) of enrolled,
32 eligible children of the employee or employee's spouse/domestic partner when both

1 grandchild and parent child are currently enrolled as dependents under employee's
2 County sponsored coverage.

3 An eligible dependent is enrolled under employee's County
4 sponsored health plan, who becomes permanently disabled prior to their 23rd birth date,
5 may be eligible for continued health plan coverage after reaching the usual maximum
6 dependent age of 23. Employee's with a dependent child in this situation should
7 contact the County Employee Benefits Office three months prior to child's 23rd birth date
8 to initiate eligibility review process.

9 **b. Enrollment of Dependent Children**

10 Employee may enroll eligible children in County medical and
11 dental plans upon completion of the County's applicable enrollment forms. Children
12 must be enrolled in the same plans as the employee. Children must be enrolled in the
13 same plans as the employee.

14 **3. Termination of Dependent Health Plan Coverage**

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

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

22 (ii) Employees whose marriage or domestic partnership ends
23 must complete, sign, and file with the Employee Benefits Office a copy of the statement
24 of Termination of Marriage/Domestic Partnership and a Benefit change form to report
25 the event.

26 (iii) Employees must remove from coverage a child who has
27 become ineligible because he or she is 23 years old, or for any other reason by
28 completing a Benefit Change form and submitting completed form to the Employee
29 Benefits Office.

30 (iv) Employees who fail to remove an ineligible spouse, domestic
31 partner, or child within sixty (60) days of the qualifying event and have not elected to
32 purchase COBRA rights 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 for coverage but was no longer an eligible-dependent.

e. Termination of dependent health plan coverage ends on the end of the calendar month in which the termination event occurs, examples:

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership became final
Dissolution of domestic partnership initiated by Affidavit or Multnomah County registry	End of month partner moved out of shared residence
Child Marries	End of month that marriage occurred

M. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first day of the month following hire, provided the employee has submitted completed enrollment form and other required documents to the Employee Benefits office prior to that date. Employees who submit an enrollment form 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 date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment form 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 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 Article 16, "Section V".

ii. Unsubsidized benefits

Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

1 **b. Other terminating employees**

2 **i. County-subsidized coverage**

3 County sponsored medical/vision/prescription and
4 dental coverage ends based on the employees last regularly scheduled working day in
5 pay status:

Last Working Day	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

6
7 Example: Employee A's last working day in paid status day is July 15. Employee A's
8 County sponsored health plan coverage will end July 31. Employee B's last working
9 day in paid status day is July 16. Employee B's County sponsored health plan coverage
10 will end August 31. Employee B will have additional cost shares deducted from final
11 paychecks to cover the cost shares for August coverage.

12 **ii. Unsubsidized benefits**

13 Terminating employees may continue to purchase
14 coverage under County medical and dental benefits plans on a self-pay basis as
15 mandated by law.

16 **3. Employees on unpaid leaves of absence**

17 **a. Leaves of less than 30 days**

18 Employees' benefits coverage will not be affected by unpaid
19 leaves of absence of less than 30 days' duration. Unpaid cost shares will be recovered
20 from employee when employee returns to paid status.

21 **b. FMLA/OFLA Leaves**

22 The County will contribute toward medical/vision/prescription and dental insurance
23 coverage during unpaid approved FMLA leave as required by law. Unpaid cost shares
24 will be recovered from employee when employee returns to paid status.

25 If the employee remains on unpaid leave for more than 30
26 days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of
27 absence per "Subsection c.i" below, except that the last day of FMLA leave will be
28 deemed the employee's last day in pay status.

29 During unpaid OFLA leave only, the County will not
30 contribute toward medical/vision/dental insurance coverage.

1 c. **Non-FMLA/OFLA unpaid leaves**

2 i. **Lapsing of County-subsidized coverage**

3 Lapsing of County-subsidized coverage occurs after
4 passage of thirty (30) day leave period. 31st day of leave with unpaid status triggers
5 loss of health plan coverage. If 31st day of unpaid non-FMLA/OFLA leave occurs:

Last Day In Paid Status	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

6
7 Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave
8 period exceeds thirty (30) days. 31st day of unpaid leave is August 14. Employee A's
9 County sponsored health plan coverage will end August 31. Employee B goes on non-
10 FMLA/OFLA unpaid leave July 16. Unpaid Leave period exceeds thirty (30) days.
11 Employee B's County sponsored health plan coverage will end September 30.

12 ii. **Continuation of Coverage through COBRA**

13 Employees may continue to participate in County medical
14 and dental benefits plans on a self-pay basis as mandated by law.

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

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

22 (b) Employees returning from unpaid non-
23 FMLA/OFLA leave in a new plan year may enroll in different plans within thirty-one (31)
24 days of their return. Such employees must complete a health plan enrollment form
25 upon their return to work. If enrollment forms are received on the first (1st) day of the
26 month, the coverage will be effective that day; otherwise, coverage will be in effect the
27 first (1st) day of the month following receipt of the completed enrollment forms by the
28 County Employee Benefits Office.

29 II. **Other Benefits**

30 A. **Flexible Spending Accounts**

1 **1. Medical expenses**

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

7 **2. Dependent care expenses**

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

12 **B. Life Insurance**

13 The County agrees to provide each employee covered by this
14 Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000).
15 Employees may purchase supplemental term life insurance coverage for themselves,
16 their spouse or their domestic partner consistent with carrier contract(s) by payroll
17 deduction. Premiums will vary according to age of the insured.

18 **C. Emergency Treatment**

19 Employees will be provided with emergency treatment for on-the-job
20 injuries, at no cost to the employees, and employees as a condition of receipt of
21 emergency treatment, do agree to hold the County harmless for injuries or damage
22 sustained as a result thereof, if any. Employees further will promptly sign an
23 appropriate Workers' Compensation claim form when presented by the employer.

24 **D. Disability Insurance**

25 Disability insurance benefits are provided for under Article 9. Sick Leave,
26 "Section IV".

27 EFFECTIVE this day 7th of October, 2008.

28
29 For the Union:

 For the County

30
31 Bryan Lally
32 Bryan Lally
33 Council Representative

Jim Younger
 Jim Younger
 Labor Relations Manager