

AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY SHERIFFS DEPUTY ASSOCIATION

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association.

Background

- A. The Association and the County are parties to a collective bargaining agreement effective through June 30, 2014.
- B. The parties have been bargaining pursuant to the following contract reopener:

"Reopener for 2011-2012: Parties agree to reopen Addendum A-1 Wages no later than February 1, 2011 for July 1, 2011 rates, and one (1) other article each of their choice. All other Articles and terms of the Agreement shall continue without interruption for the term thereof."
- C. As its "other article" of choice under the reopener, the County selected Article 11 - Health & Welfare. As its "other article" of choice under the reopener, the MCDSA selected Article 16 - Compensation.
- D. The parties were unable to reach agreement after good faith negotiations and mediation and, on November 29, 2012, filed their respective Last Best Offers under the Public Employees Collective Bargaining Act.
- E. The parties were scheduled for an interest arbitration hearing before Arbitrator Catherine Harris on December 13 and 14, 2012.

Agreement

The parties agree as follows:

- 1. Addendum A shall be modified as follows:

~~Reopener for 2011-2012: Parties agree to reopen Addendum A-1 Wages no later than February 1, 2011 for July 1, 2011 rates, and one (1) other article each of their choice. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.~~

Wages Effective July 1, 2011: Effective July 1, 2011, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by one point two percent (1.2%).

2. The County shall modify the July 1, 2011 wage scales to reflect the 1.2% COLA effective July 1, 2011.
3. The County shall modify the current July 1, 2012 wage scales, which already include the 3.3% COLA effective July 1, 2012, to also reflect the 1.2% COLA effective July 1, 2011.
4. The County shall issue to each current Association member retroactive wages reflecting the 1.2% COLA for the period July 1, 2011 through the date that the County modifies the current wage scales to reflect the 1.2% COLA.
5. Article 11 shall be modified as set forth in the attachment. The modifications are limited to non-substantive "clean-up" language and other language consistent with the Patient Protection and Affordable Care Act.
6. All other contract articles shall remain *status quo*.
7. By entering into this Agreement, neither party waives any of its bargaining positions.
8. The parties shall equally split the arbitrator's postponement/cancellation fees.
9. This Agreement may be signed in one or more facsimile counterparts.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2013.

MULTNOMAH COUNTY
DEPUTY SHERIFFS ASSOCIATION:

By _____
Mark Herron, President

By _____
Todd Shanks, Vice President

By _____
Jay Pentheny, Treasurer

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS:

By _____
Jeff Cogen, Chair

By _____
Deborah Kafoury, District 1

By _____
Loretta Smith, District 2

By _____
Judy Shipwreck, District 3

By _____
Diane McKeel, District 4

MULTNOMAH COUNTY SHERIFF:

By _____
Daniel Staton, Sheriff

NEGOTIATED BY:

By _____
Steve Herron, HR Manager Senior

REVIEWED:

Jenny Morf, County Attorney
For Multnomah County, Oregon

By _____
Kathy Short
Assistant County Attorney

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance.

A. Definitions and Contributions Toward Insurance Premiums.

1. Definitions Full-time employees

a. Full-Time Employees Definition

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

b. Part-Time Employees — Definition (Moved from Section

2)

Employees who are regularly scheduled to work at least twenty (20) hours to thirty-one and ninety-nine one-hundredths (31.99) but less than thirty-two (32) hours per week (however, not scheduled for three (3), ten (10) hours per day).

Part-Time Employee Coverage

In the event the County elects to employ part-time employees in positions covered by this Agreement, the County will bargain with the Association regarding the terms of coverage, consistent with applicable law.

2.b. Medical/Vision/Prescription Insurance Contributions

Effective January 1, 2010 through December 31, 2010, each eligible full-time active enrolled employee's monthly contribution for medical/vision/prescription coverage will be as follows:

Plan	Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan		-
Single	\$656.78	\$65.68
Two-Party	\$1,313.58	\$131.36
Family	\$1,873.20	\$187.32

ODS Preferred PPO Plan			
Single	\$578.42	\$28.92	
Two-Party	\$1,156.82	\$57.84	
Family	\$1,649.70	\$82.48	
ODS Major Medical Plan—Full Time employee receives \$50 monthly rebate			
Single	\$297.62	\$0.00	
Two-Party	\$593.30	\$0.00	
Family	\$845.16	\$0.00	
Kaiser HMO Plan			
Single	\$456.74	\$22.84	
Two-Party	\$911.50	\$45.58	
Family	\$1,297.94	\$64.90	

1
2
3
4
5
6
7
8
9
10

Effective January 1, 2010, the County and Association agree to shift the Health plan year for medical/vision/prescription insurance from its current fiscal year basis of July—June to a calendar year basis.

Effective January 1, 2010 **2012**, each eligible Full-Time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan by tier as follows:

Health Plan	County Contribution	Full-Time Employee Contribution
ODS Plus Performance Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan (No Vision)	100%	0%
Kaiser Medical Plan	95%	5%

11
12
13
14
15
16

2. e. Dental Insurance

Effective January 1, 2010 through December 31, 2010, 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	\$53.22		\$2.66
	Two-Party	\$106.46		\$5.32
	Family	\$151.56		\$7.58
Kaiser Dental Plan				-
	Single	\$67.30		\$3.36
	Two-Party	\$134.58		\$6.74
	Family	\$191.78		\$9.58

1
2
3
4
5
6
7
8
9

Effective January 1, 2010, the County and Association agree to shift the Health plan year for dental insurance from its current fiscal year basis of July — June to a calendar year basis.

Effective January 1, 2010 **2012**, 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 for each dental benefit plan is by **tier** as follows:

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

10
11
12
13
14
15
16
17
18
19
20
21
22

B. Health Care Cost During the Term of Agreement.

The Association and the County recognize the increasing cost in health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, the County agrees to notify the Association any time there is a proposed change in plan design, change in plan designs offered to other bargaining units or any optional changes proposed by carriers that would impact plan design cost or plan designs. The County agrees to meet with the Association whenever the Association requests to meet regarding proposed changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandatory by carriers and which cannot be resolved by

1 the parties shall be subject to notice and expedited bargaining obligations,
2 consistent with applicable law. Mandated coverage changes due to Federal or
3 State laws, rules, or regulations shall be presented to the Association, but will be
4 implemented by the County as required by law.

5 ~~Effective January 1, 2010 the County and the Association agree to~~
6 ~~the following ODS and Kaiser Plan changes:~~

7 ~~1. ODS Plan Prescription Drug Coverage Changes:~~

8 ~~Change annual out of pocket maximum to two thousand dollars~~
9 ~~(\$2,000).~~

10 ~~a. Retail (thirty (30) day supply) Plus and Preferred~~
11 ~~Plans~~

12 ~~Tier 1: Generic: No change to twenty percent (20%) co-pay~~
13 ~~add fifty dollars (\$50) per Rx co-pay maximum.~~

14 ~~Tier 2: Preferred Brand Name: No co-pay change to twenty~~
15 ~~percent (20%) co-pay add fifty dollar (\$50) per Rx co-pay maximum.~~

16 ~~Tier 3 Non-preferred Brand Name: No change (co-pay fifty~~
17 ~~percent (50%)).~~

18 ~~b. Mail order (ninety (90) day supply) Plus Plan~~

19 ~~Tier 1: Generic: Change co-pay from sixteen dollars (\$16) to~~
20 ~~twenty percent (20%) with twenty five dollar (\$25) per Rx maximum.~~

21 ~~Tier 2: Preferred Brand Name: Change co-pay from twenty~~
22 ~~four dollars (\$24) to twenty percent (20%) with one hundred dollar (\$100)~~
23 ~~maximum.~~

24 ~~Tier 3: Non-preferred Brand Name: No change purchase at~~
25 ~~fifty percent (50%) of cost.~~

26 ~~c. Mail order (ninety (90) day supply) Preferred Plan~~

27 ~~Tier 1 Generic: Change co-pay from twenty dollars (\$20) to~~
28 ~~twenty percent (20%) with thirty five dollars (\$35) per Rx maximum.~~

29 ~~Tier 2 Preferred Brand Name: Change co-pay from thirty~~
30 ~~dollars (\$30) to twenty percent (20%) with one hundred fifty dollar (\$150)~~
31 ~~per Rx maximum.~~

1 ~~_____ Tier 3 Non-preferred Brand Name: No change purchase at~~
2 ~~fifty percent (50%) of cost.~~

3 ~~_____ 2. Kaiser Medical Plan:~~

4 ~~_____ a. Increase Office Visit Co-pay from five dollars (\$5) to~~
5 ~~ten dollars (\$10).~~

6 ~~_____ b. Increase Rx Co-pay from five dollars (\$5) to:~~

7 ~~_____ Retail (thirty (30) day supply) ten dollars (\$10) for~~
8 ~~generic and ten dollars (\$10) for formulary brand name.~~

9 ~~_____ Mail order (ninety (90) day supply) co-payment would~~
10 ~~be twice (2x) the retail co-payment or twenty dollars (\$20) for generic~~
11 ~~medication, twenty dollars (\$20) for formulary brand name medication.~~

12 ~~_____ 3. Kaiser Dental Plan:~~

13 ~~_____ Increase office visit co-pay from five dollars (\$5) to ten~~
14 ~~dollars (\$10).~~

15 ~~_____ Orthodontia (Plan U) for children under 18 only: Maximum~~
16 ~~Plan benefit payment three thousand dollars (\$3,000) per child. Member~~
17 ~~pays fifty percent (50%) of charges up to the maximum Plan payment and~~
18 ~~one hundred percent (100%) of charges in excess of the maximum Plan~~
19 ~~payment. (Any covered dependent who has been banded prior to January~~
20 ~~1, 2010 under the existing Kaiser Orthodontic program will remain eligible~~
21 ~~to receive the existing orthodontic benefit (three hundred dollar (\$300)~~
22 ~~maximum member co-pay) for remainder of current orthodontic treatment~~
23 ~~plan or treatment phase.~~

24 C. Premium Calculations.

25 For Kaiser Plans, the premium charges shall be the amount
26 charged by Kaiser to the County. For the ODS plans, the premium charges shall
27 be calculated, using sound actuarial principles, and include projected claim costs
28 based on plan experience as required by state regulations, IBNR expenses,
29 Oregon Medical Insurance Pool assessments, pharmaceutical claim expenses,
30 stop-loss premiums, third-party benefit plan administration costs, and an
31 appropriate trend factor selected to limit County contributions and employee cost

1 shares while providing adequate funding for plan operations. The Association
2 may challenge the accuracy of the premium calculations through the grievance
3 and arbitration procedure and the arbitrator shall have the authority to award a
4 refund of excess contributions for the calendar year in which the miscalculation
5 was determined to have occurred.

6 Such a challenge shall not be limited by the time lines set forth in
7 Article 20; but only one challenge may be filed for any calendar year, and any
8 award of excess contributions shall be limited to that year.

9 D. Employee Contribution.

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

14 E. Major Medical Plan Rebates.

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

17 F. Opt-Out Waiver of Medical Plan Benefits.

18 a. Employees may elect to ~~waive participation~~ (Opt Out of
19 coverage) in the County's medical/~~vision/prescription~~ **benefit plan** insurance
20 plans by making that election on their Benefit Enrollment form. Employees
21 making such election must provide proof of other group
22 medical/~~vision/prescription~~ **benefit plan** insurance coverage in order to make
23 the Opt Out election. Employees will not be eligible to change their election until
24 the County's official **annual** open enrollment period, unless the employee
25 experiences an IRS recognized family status change event that would allow a
26 mid-year health plan election change **or qualifies for Special Enrollment under**
27 **HIPAA.**

28 Full-Time Employees who Opt Out

29 ~~Employees who opt out medical/vision/prescription coverage will~~
30 ~~receive a reimbursement paid by the County of one hundred and fifty dollars~~
31 ~~(\$150) (gross) per month.~~

1 b. ~~Effective January 1, 2010,~~ **Full-Time** employees who Opt
2 Out of medical/vision/prescription **benefit plan** coverage will receive a
3 reimbursement paid by the County of two hundred fifty dollars (\$250) (gross) per
4 month.

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

13 G. Successor Plans and Carriers.

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

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

23 H. Default Enrollment.

24 New Full-Time employees who fail to submit timely application for
25 ~~to Opt Out or benefits or who fail to submit timely application for enrollment~~ into
26 the medical **and** dental benefit plans described in Section A will be enrolled by
27 default in the County's Major Medical plan and ODS Dental plan, with employee
28 only coverage. Eligible dependents of such employees may be enrolled in the
29 default plans if the employee submits an application requesting dependent
30 enrollment within fifteen (15) days of receiving notice of his or her default
31 enrollment.

1 I. Eligible Dependents (Enrollment & Termination of Enrollment).

2 1. Spouses and domestic partners

3 a. Definitions

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

6 ii. A "domestic partner" is a person with whom the
7 employee:

8 (a) Jointly shares the same permanent
9 residence for at least six (6) months immediately preceding the date of signing an
10 Affidavit of Marriage or Domestic Partnership; and intends to continue to do so
11 indefinitely, or if registered with the Multnomah County partnership registry or
12 State of Oregon Domestic Partner registry, the six (6) month waiting period is
13 waived; and

14 (b) Has a close personal relationship.

15 (c) In addition, the employee and the other
16 person must share the following characteristics:

17 (1) Are not legally married to anyone;

18 (2) Are each eighteen (18) years of
19 age or older;

20 (3) Are not related to each other by
21 blood in a degree of kinship closer than would bar marriage in the State of
22 Oregon;

23 (4) Were mentally competent to
24 contract when the domestic partnership began;

25 (5) Are each other's sole domestic
26 partner;

27 (6) Are jointly responsible for each
28 other's common welfare including "basic living expenses" as defined in the
29 Affidavit of Marriage or Domestic Partnership.

30 b. Enrollment of Spouse/Domestic Partner

31 Employee may enroll spouse or domestic partner in

1 County medical and dental plans upon completion of the County's Affidavit of
2 Marriage or Domestic Partnership and applicable enrollment forms. Enrollment
3 times and other procedures for administration of the medical/~~vision~~ and dental
4 insurance **benefit** plans shall be applied to employees with domestic partners in
5 the same manner as to married employees to the extent allowed by the law.
6 Spouse or domestic partner must be enrolled in the same plan as the employee.

7 2. Children

8 a. Definition

9 "Eligible children" includes:

10 i. any ~~unmarried~~ biological or adoptive child of
11 the employee or employee's spouse/domestic partner who is under the age of
12 twenty-three (23) ~~is a dependent under the federal tax code and chiefly~~
13 ~~supported by the employee or employee's spouse/domestic partner; or~~

14 ii. any **biological or adoptive child of the**
15 **employee or employee's spouse/domestic partner who is between the ages**
16 **of twenty-three (23) and twenty-six (26) and is not eligible for health plan**
17 **coverage offered through the child's own employment or through the**
18 **employment of child's spouse/domestic partner; or**

19 iii. a court appointed ward of the employee or
20 employee's spouse/domestic partner **to the age of majority [most commonly**
21 **age eighteen (18)] or to the age stipulated in the court documents but not**
22 **to exceed age twenty-six (26); or**

23 ~~iii~~ iv. any one under the age of ~~twenty-three (23)~~
24 **twenty-six (26)** for whom the employee is required by court order to provide
25 coverage, or

26 ~~iv- v..~~ the **newborn children (grandchild of employee)**
27 of an enrolled, **unmarried, eligible children** of the employee or employee's
28 spouse/domestic partner **(grandchild of employee) if:**

- 29 • **the parent child is under age twenty-three (23) at the time of**
30 **the grandchild's birth,**
31 • **both parent child and grandchild reside with County employee,**

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

5 ~~when both grandchild and parent child are currently~~
6 ~~enrolled as dependents under employee's County sponsored coverage.~~

7
8 vi. an eligible dependent is enrolled under
9 employee's County sponsored health plan, who becomes permanently disabled
10 prior to their ~~twenty-third (23rd)~~ **twenty-six (26th)** birth date, may be eligible for
11 continued health plan coverage after reaching the usual maximum dependent
12 age of ~~twenty-three (23)~~ **twenty-six (26)**. Employees with a dependent child in
13 this situation should contact the County Employee Benefits Office three (3)
14 months prior to child's ~~twenty-third (23rd)~~ **twenty-six (26th)** birth date to initiate
15 eligibility review process.

16 b. Enrollment of Dependent Children

17 Employee may enroll eligible children in County
18 medical and dental **benefit** plans upon completion of the County's applicable
19 enrollment forms. Children must be enrolled in the same plans as the employee.

20 c. Taxability of Dependent Health Plan Coverage

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

26 3. Termination of Dependent Health Plan Coverage

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

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

5 b. Employees whose marriage or domestic partnership
 6 ends must complete, sign, and file with the Employee Benefits Office a copy of
 7 the statement of Termination of Marriage/Domestic Partnership and a Benefit
 8 Change form to report the event.

9 c. Employees must remove from coverage a child who
 10 has become ineligible because ~~he or she is twenty three (23) years old, or for~~
 11 ~~any other reason~~ by completing a **Benefit Change** form and submitting **the**
 12 completed form to the Employee Benefits Office.

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

20 e. ~~Termination of Dependent~~ health plan coverage ends
 21 ~~at the end~~ **on the last day** of the calendar month in which the termination event
 22 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 reaches maximum dependent ages	End of month that maximum age birth date occurs marriage occurred

23 J. When Benefits Coverage Begins and Ends.

24 1. Coverage for new employees

25 a. Medical and Dental Benefits

1 The employee and eligible dependents will be
2 covered by medical and dental benefits the first (1st) day of the month following
3 hire, provided the employee has submitted completed enrollment form and other
4 required documents to the Employee Benefits office prior to that date.
5 Employees who submit an enrollment form after the first (1st) day of the month
6 following hire, but within thirty-one (31) days of hire, will be covered the first (1st)
7 day of the month following date completed enrollment forms are received by
8 Employee Benefits Office. Employees who do not submit an enrollment form
9 within thirty-one (31) days of hire will be enrolled based on the default enrollment
10 procedure. Coverage under the default plan(s) will begin on the first (1st) day of
11 the month following thirty-one (31) days of employment.

12 2. Benefits coverage for terminating employees

13 a. Retirees

14 i. County-subsidized coverage

15 Benefits options for retirees are provided for in
16 Section "K" below.

17 ii. ~~Unsubsidized~~ benefits Continuation of
18 coverage through COBRA

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

21 b. Other terminating employees

22 i. County-subsidized sponsored coverage

23 County sponsored medical/vision/prescription
24 and dental **benefit plan** coverage ends based on the employees last regularly
25 scheduled working day in pay status:

26

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

27 Example: Employee A's last working day in paid status is July 15.
28

1 Employee A's County sponsored health plan coverage will end July 31.
2 Employee B's last working day in paid status is July 16. Employee B's County
3 sponsored health plan coverage will end on August 31. Employee B will have
4 additional cost shares deducted from final paychecks to cover the cost shares for
5 August coverage.

6 ii. Unsubsidized—benefits Continuation of
7 coverage through COBRA

8 Terminating employees may purchase
9 continued to purchase coverage under County medical and dental benefits plans
10 on a self-pay basis as mandated by law.

11 3. Employees on unpaid leaves of absence

12 a. Leaves of less than thirty (30) days

13 **Employees' benefits plan** coverage will not be
14 affected by unpaid leaves of absence of less than thirty (30) days' duration.
15 Unpaid cost shares will be recovered from an employee when an employee
16 returns to paid status.

17 b. FMLA/OFLA Leaves

18 The County will contribute toward
19 medical/~~vision/prescription~~ and dental **benefit plan insurance** coverage during
20 unpaid approved FMLA leave as required by law. Unpaid cost shares will be
21 recovered from employee when employee returns to paid status.

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

26 During unpaid OFLA leave only, the County will not
27 contribute toward medical/~~vision/~~ or dental insurance coverage.

28

29 c. Non-FMLA/OFLA Unpaid Leaves

30 i. Lapsing of County-subsidized coverage

31 Lapsing of County-subsidized coverage occurs

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

31 st Day of Unpaid Non-FMLA Leave	Coverage Ends
1st - 15th of month	30/31 st End of the month
16th - 31st of month	30/31 st End of the following month

5
6 Example: Employee A goes on non-FMLA/OFLA unpaid leave effective
7 July 15. Leave period exceeds thirty (30) days. **Thirty-first (31st)** day of **unpaid**
8 leave is August 14. Employee A's County sponsored health plan coverage will
9 end August 31. Employee B goes on non-FMLA/OFLA unpaid leave July 18.
10 **Unpaid** leave period exceeds thirty (30) days. **Thirty-first (31st)** day of leave is
11 August 17. Employee B's County sponsored health plan coverage will end
12 September 30.

13 ii. Continuation of Coverage through COBRA

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

16 iii. Benefits Coverage upon return from a leave

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

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

1 coverage will be in effect the first (1st) day of the month following receipt of the
2 completed enrollment forms by the County Employee Benefits Office.

3 K. Retiree Medical Insurance.

4 1. For purposes of this section, "retiree" refers to a person who
5 meets the criteria of paragraph 6 below, who separated from service from the
6 County on or after the original implementation date of this section and, at the
7 time of retirement, occupied a position covered by the Deputy Sheriffs bargaining
8 unit. For purposes of this section, "member" or "members" refers to an active
9 employee(s) who permanently occupies a position(s) covered by the Deputy
10 Sheriffs bargaining unit.

11 2. The implementation date of this section shall be March 31,
12 1990; provided, that bargaining unit members who retired on or after July 1, 1989
13 but before March 31, 1990 shall upon attainment of age fifty-eight (58) or older
14 on or after March 31, 1990 be eligible to receive County-paid benefits as
15 provided in this Section if the retiree continuously self-paid the premium for his
16 County medical insurance plan from the date of retirement until the date of his
17 eligibility for County-paid benefits as provided in this section.

18 3. Except as otherwise provided in this Section, retirees may
19 continue to participate in the County medical plan available to members, but not
20 in other County plans not available to members. Coverage of eligible
21 dependents uniformly terminates when coverage of the retiree terminates, except
22 as otherwise required by applicable state or federal law.

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

1 5. The retiree shall be responsible for promptly notifying the
2 Employee Benefits Office in writing, of any changes in the retiree's current
3 address and of any changes in retiree or dependent eligibility for coverage.

4 6. Retiree Benefits Eligibility

5 a. If a retiree has thirty (30) years of continuous County
6 service, regardless of age, the County shall pay one-half (1/2) of the monthly
7 medical insurance premium on behalf of the retiree and his eligible dependents,
8 until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare,
9 whichever is earlier.

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

15 i. five (5) years of continuous County service
16 immediately preceding retirement at or after age fifty-eight (58) years, or

17 ii. ten (10) years of continuous County service
18 immediately preceding retirement prior to age fifty-eight (58) years, or

19 iii. ten (10) years of continuous County service
20 immediately preceding disability retirement regardless of age.

21 7. Actual application for Medicare shall not be required for a
22 finding that a retiree is "eligible for Medicare" under subsection 6 of this section.

23 8. Part-time service in a regular budgeted position shall be
24 prorated for purposes of the service requirements set forth in subsection 6 of this
25 section. (For example, twenty (20) hours per week for two (2) months would
26 equal one (1) month toward the applicable service requirement).

27 9. In addition to the other requirements of this section,
28 continued medical plan participation or benefit of County contributions is
29 conditioned on the retiree's continuous participation in the members' medical
30 and/or dental insurance plan from the time of retirement, and upon the retiree's
31 timely payment of the applicable retiree portion (i.e., 50% or 100%, as applicable)

1 of the monthly premium. Failure to continuously participate or make timely and
2 sufficient payment of the applicable retiree portion of the monthly premium shall
3 terminate the retiree's rights under this section.

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

9 10. In the event the state or federal government mandates
10 County participation in and payment, in whole or in part, for any medical and/or
11 dental insurance or benefits plan which provides retirees with medical benefits or
12 insurance coverage which would constitute a substantially similar substitute for
13 the benefits or coverage and for substantially the same period as provided in this
14 section, the County may cancel, in whole or in part, the rights and benefits which
15 would otherwise be provided under this section to the categories of retirees or
16 persons covered by the state or federal mandate, by written notice to the
17 Association and retirees affected by the cancellation.

18 11. In the event County insurance premium payments on behalf
19 of retirees or their dependents are made subject to state or federal taxation, any
20 additional County tax liability shall be directly offset against such payments
21 required under this section. (For example, if the effect on the County of the
22 additional tax is to increase the County's outlays by an amount equivalent to ten
23 percent (10%) of aggregate monthly retiree premium, the County's contribution
24 shall be reduced to forty percent (40%) of premium, so that net County costs will
25 remain unchanged). In such event, upon request by the County, the Association
26 agrees to meet and discuss alternatives, which may have greater tax advantage
27 for members and the County.

28 12. Subject to any limitations imposed by applicable law, if
29 employees contribute toward medical insurance by payroll deduction, the
30 employer contribution toward eligible retirees' insurance under this article shall
31 be fifty percent (50%) of the contribution it makes for an active employee on the

1 same plan and participation level, rather than fifty percent (50%) of the premium.

2 II. Other Benefits.

3 A. Disability Insurance

4 1. Long-Term Disability Insurance

5 The employer shall purchase on behalf of each employee
6 that works twenty (20) hours or more a week a long-term disability insurance
7 policy. All bargaining unit employees will be covered by a County paid long-term
8 disability insurance policy, the provisions of which will be the same as those in
9 the UNUM group policy available to other Multnomah County employees. The
10 County may not terminate a disabled employee (except for cause unrelated to
11 the disability) during the period of disability.

12 2. Short Term Disability Insurance

13 Any full-time employee covered by this Agreement may participate
14 in the Short-Term disability insurance program. The monthly premium must be
15 paid individually through payroll deduction. Short-term disability elimination
16 period is thirty (30) days with benefits ending at the ninetieth (90th) day. These
17 forms are processed by the Employee Benefits Office. Qualification is subject to
18 the eligibility requirements of the disability carrier contract.

19 B. Medical Spending Account

20 1. Medical expenses

21 To the extent permitted by law, Medical Expense
22 Reimbursement Plan (MERP) accounts, which allow employees to pay for
23 deductibles and un-reimbursed medical, dental, and vision expenses with pre-tax
24 wages, will be available according to the terms of the Multnomah County Medical
25 Expense Reimbursement Plan number 504.

26 2. Dependent care expenses

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

31 C. VEBA

1 (Voluntary Employee Beneficiary Association) The County will
2 contribute an amount equal to one percent (1%) of each Association member's
3 base and overtime wage and, at time of voluntary termination, one hundred
4 percent (100%) of Association member's accrued vacation cash out. Voluntary
5 termination identifications are listed in the July 18, 2003 Memorandum of
6 Agreement between the Association and the County. The contribution process
7 will remain in place for the term of this collective bargaining agreement, with
8 extension of the contributions subject to annual review by mutual agreement of
9 the Association and County.

10 D. Life Insurance

11 The County agrees to continue providing each employee covered
12 by this Agreement with the existing term life in the amount of thirty thousand
13 dollars (\$30,000) and accidental death and dismemberment insurance in the
14 amount of one hundred thousand dollars (\$100,000). Retirees of the Sworn Law
15 Enforcement Officer's Retirement System who retire on or after 7/1/2001 will be
16 provided with five thousand dollars (\$5,000) term life insurance coverage.
17 Employees shall designate their beneficiaries. **Any increases to the County
18 provided coverage are subject to the terms of the insurance contract.**

19 III. Health and Security of Persons and Facilities; Administrative Search
20 Authorized.

21 1. To aid the interdiction of illegal drugs, detect and suppress
22 substance abuse, promote the health and safety of MCSO employees, MCSO
23 clientele, and the public, further penal and rehabilitative policy objectives, and
24 ensure confidence of the public and other justice service agencies in the integrity
25 of the MCSO, the Sheriff may promulgate and enforce reasonable work rules
26 related to the possession and use of drugs and alcohol, and design and
27 implement a combined or singular urinalysis-based drug and breathalyzer-based
28 alcohol testing program in which Deputy Sheriffs and Sergeants may be required
29 to participate, subject to the limitations described in this section.

30 2. The program described in this section may provide for
31 testing premised on a reasonable suspicion that the employee is under the

1 influence of regulated drugs or alcohol in violation of employer rules at the time
2 the sample is taken. (A "reasonable suspicion" means a belief based on one or
3 more specific articulable facts from which one could reasonably infer that the
4 employee may be under the influence of alcohol, controlled substances, or other
5 drugs). Further, to the extent permitted by law, the program described in this
6 section may provide for urinalysis based testing without suspicion or warrant.
7 However, such suspicionless or warrantless tests may only be performed to
8 monitor compliance of the employee with MCSO abstinence requirements for a
9 period of eighteen (18) months after the employee has been identified as having
10 used or possessed regulated substances in a manner prescribed by MCSO
11 rules.

12 3. The giving of a urine sample as part of the testing program
13 implemented under this section shall be performed by the employee in private in
14 a suitable location designated by the employer.

15 4. The parties agree that the results of an urinalysis-based test
16 undertaken pursuant to this section without reasons or procedures that would
17 meet constitutional requirements for a search or seizure for purposes of criminal
18 investigation or prosecution may not be used in criminal investigations or
19 prosecutions. However, if the results would evidence possible criminal conduct
20 and simultaneous violation of employer rules, such evidence may be used to
21 establish violation of employer rules even though it cannot be used to investigate
22 or establish criminal conduct with the objective of criminal prosecution for
23 criminal conduct.

24 5. Prior to implementing a revised testing program pursuant to
25 this section, the Sheriff or his designee(s) shall give the Association specific
26 notice of the contents of such program and of any substantial changes in the
27 program made pursuant to Association comments thereon and before initial
28 implementation. Thereafter, the Sheriff shall give the Association notice of any
29 substantial revisions of the plan. The Association shall have thirty (30) days to
30 submit comments to the Sheriff or his designee(s) on the program first proposed,
31 and thereafter ten (10) days to submit comments on any amendments to the

1 program first proposed or program revisions following implementation. The
2 Association may initially raise any challenge to the reasonableness of proposed
3 rules or the constitutionality of any proposed rule or program procedure only at
4 this time. The Sheriff may implement the program or program revision without
5 bargaining after conclusion of the applicable comment period.

6 6. The employer shall give each current employee and each
7 new hire a copy of the program procedures, related work rules, and of any
8 subsequent revisions and notice that the procedures, rules or revisions may be
9 applied to any Deputy Sheriff or Sergeant.

10 7. Employees who voluntarily seek and obtain professional
11 help for substance abuse problems, and who thereafter refrain from the violation
12 of employer rules governing the possession or use of drugs shall not be subject
13 to disciplinary action for the previously undisclosed prohibited possession or use
14 of drugs shall not be subject to disciplinary action for the previously undisclosed
15 prohibited possession or use of the regulated substance. However, this does not
16 immunize the employee for discipline related to breaches of required conduct
17 that were incidental to such use, or for conduct for which the employer or any
18 criminal justice agency had independent knowledge prior to the employee's
19 disclosure.

20 8. Disputes concerning the constitutionality of any rule or
21 procedure designed or implemented pursuant to this section shall not be subject
22 to grievance or binding arbitration. It is the parties' intent that such disputes will
23 be resolved through the court system.

24 9. Work time used for purposes of assessment, evaluation
25 counseling, and treatment of drug or alcohol dependency shall be charged
26 against accrued and available sick leave until exhausted, then against accrued
27 and available vacation leave until exhausted, next against unused personal
28 holidays until exhausted, and finally against leave without pay if authorized by the
29 employer. This section shall not preclude the employee from using catastrophic
30 leave in accordance with and subject to the terms of the County catastrophic
31 leave ordinance.

1 10. Only a laboratory certified by the State of Oregon may be
2 used to perform test analysis under the program. However, on or after July 1,
3 1994, the laboratory that performs such test analysis shall also be certified by
4 SAMSHA. Testing procedures for all employees shall be governed by the same
5 standards as apply to employees whose jobs require a Commercial Drivers
6 License under federal law. These standards include, but are not limited to, those
7 governing sample acquisition, chain of custody, laboratory selection, testing
8 methods and procedures, and verification of test results.

9 11. The County will contract with a medical doctor trained in
10 toxicology to act as a Medical Review Officer (MRO). He will review preliminary
11 positive tests with employees and any relevant health care providers before the
12 results are reported to the County. Based on his professional judgment, he may
13 change the preliminary positive test result to negative. (NOTE: The County will
14 not be able to distinguish a test result that is negative by MRO intervention from
15 any other negative test result). In addition, the following safeguards will apply:

16 i. The testing laboratory will issue test results only to the
17 investigatory or supervisory personnel designated by the County. The results will
18 be sent by certified mail or hand-delivered to the employee within three (3) work
19 days after receipt of the results by the County.

20 ii. If the employee disagrees with the results of the drug
21 test, the employee may request, in writing within five (5) days of receipt of the
22 test results, that the sample be re-tested at the employee's expense by the
23 testing laboratory. The results of any such retest will be deemed final and
24 binding and not subject to any further test. Failure to make timely written request
25 for a retest shall be deemed acceptance of the test results. If an employee
26 requests a retest, any disciplinary action shall be stayed pending the results of
27 re-testing.

28 iii. Test results are medical records, and will be handled
29 in accordance with applicable federal and state law and County Administrative
30 Procedures concerning confidentiality and disclosure of such records.

31