

1/13/20

Given union:

TriMet's Benefits contract proposal
January 13, 2020

TriMet reserves the right to make additional proposals in any part of the contract at any time prior to its statutory Last Best Offer.

Any contract language currently in the WWA, which is not changed or removed during bargaining shall continue in the subsequent employees.

Note: The District proposal for benefit premiums are prospective only. The changes in employee premium share would be for the first month, which is at least 30 days after contract ratification by both parties.

No Proposals in Article 10.

Section 9 – HEALTH AND WELFARE BENEFITS

Par. 1. Medical, Prescription Drug, Dental, and Vision

- a. Subject to Par. 1(b)-(f) of this section, the District shall contribute ninety five percent (95%) of the cost for each tier of coverage in the primary 80/20 PPO ~~or \$10 HMO co-pay~~ medical plan and the prescription drug, dental and vision care plans for each tier of coverage(single, single + 1, single + children, family). S/he also may elect to participate in either a 90/10 PPO plan or a high deductible healthcare plan with health savings account (HSA). In that case, the District shall pay the same employer dollar contribution amount as it would have paid had the employee elected the primary 80/20 PPO plan. If the employee elects the 90/10 PPO or the \$10 HMO co-pay medical plan, then the employee shall pay the difference between the District's contribution amount and the total premium amount¹. If the employee elects the high deductible healthcare plan with HSA, then the District shall contribute the difference between its contribution amount and the total premium amount to an HSA in the employee's name. The District retains the right to change providers at its discretion so long as the level of benefits is not adversely affected.

Unless made pursuant to any health care law, regulation, or unilateral change by the Provider without the consent and approval of the District, the plan design of benefits provided shall not change during the term of this Agreement unless both the District and the Union agree to do so in writing.

- b. For those retired employees who left the service of the District prior to February 1, 1992, the District shall pay the full cost of providing these retirees and their dependents with medical, prescription drug, vision benefits and dental (retiree and spouse only), not including orthodonture available under the health and welfare plan in place at that time.
- c. Employees who retired on or after February 1, 1992 and hired on or before October 24, 2014, and who retire on or after that date shall receive the same health benefits until age 65 that is available to active employees and their spouses, excluding orthodonture and dental coverage for dependent children.
1. All retirees and their spouses, surviving spouses, and dependents must enroll in and maintain Medicare parts A & B insurance coverage as soon as they become Medicare eligible due to age or disability. If an employee does not qualify as having "current employment status" under the Medicare Secondary Payer rules (a "non-active employee") and the non-active employee or his or her dependent becomes Medicare-eligible due to disability, that non-active employee or dependent must enroll in Medicare parts A & B insurance coverage as soon as he or she becomes eligible. The following Par. 1(c)(2)-(6) of this Section apply exclusively to the individuals described in this Par.1(c)(1).

¹ TriMet notified ATU the starting in 2020, the Regence 80/20 and 90/10 plans would be rated separately, and provided estimates of impacts

2. At the first available opportunity, non-active employees, retirees, spouses, surviving spouses and dependents who become Medicare eligible must enroll in a District designated Medicare Advantage plan unless they are a retiree or surviving spouse electing a stipend under Par. 2(i) below. These plans currently are Kaiser Permanente Senior Advantage and United Healthcare Care (PPO). Effective January 1, 2018, the UHC PPO plan will change to the UHC Co-Pay plan if the parties sign a tentative agreement by November 10, 2017. These plans, when combined with Medicare and Medicare Part B are intended to provide substantially similar coverage as the active employee healthcare plan designs. Having enrolled in Medicare and a Medicare Advantage plan and upon providing written confirmation of these enrollments, the District will reimburse the non-active employee, retiree, spouse, surviving spouse or dependent the ~~actual cost of~~ the Medicare Part B standard monthly premium. Retirees who become Medicare eligible after July 1, 2000 and who enroll in Medicare as set forth above will be reimbursed to that date of enrollment.
 - i. Instead of electing coverage under a Medicare Advantage and a dental plan, a retiree or surviving spouse may elect to receive reimbursement for the ~~actual cost of the~~ Medicare Part B standard premium and a stipend contributed by the District to the retiree's health reimbursement account (RHRA). Once the Medicare Part B/stipend election is made, the retiree must continue with that election and has no right to revert back to enrolling in a Medicare Advantage plan and dental plan. ~~The amount of the monthly stipend for 2015 shall be \$417.36 (single) and \$828.47 (single + spouse), which is the average of the PPO and HMO Medicare Advantage plans, including dental.~~ The stipend shall be increased by CPI-W West (B/C) (populations under 1.5 million) Portland at the beginning of each benefit year.
 - ii. Notwithstanding the foregoing, a non-active employee who is eligible for Medicare due to disability and who has coverage (as described in paragraph 1.a.) as a spouse (or domestic partner) of an active employee above may elect not to enroll in Medicare and a Medicare Advantage plan. If such an election is made, the non-active employee shall not be entitled to the reimbursement or monthly stipend described in paragraphs 1c2 and 1c2(i) above.
3. If a Medicare eligible non-active employee, retiree, spouse, surviving spouse or dependent resides outside the service coverage area of the available Medicare Advantage Plans, the District will continue to offer the active plan that provides out-of-area coverage. The District will reimburse the non-active employee, retiree, spouse, surviving spouse, or dependent the actual cost of the Medicare Part B monthly premium. At the first available opportunity after Medicare Advantage plan becomes available to non-active employees, retirees, spouses, surviving spouses, or dependents currently residing outside the service coverage area, the non-active employee, retiree, spouse, surviving spouse, or dependent must enroll in the Medicare Advantage plans.
4. For those non-active employees, retirees, spouses, surviving spouses, or dependents who were Medicare eligible before July 1, 2000 (excluding the grandfathered group who retired prior to February 1, 1992 and those identified in

item 3 above), and who opted to remain on the active, non-Medicare Advantage plan, pursuant to the August 28, 2000 Agreement, they must enroll in a provided Medicare Advantage plan, currently Kaiser Permanente Senior Advantage (HMO) and United Healthcare (HMO).

5. The reimbursement of ~~the actual cost of~~ the Medicare Part B standard monthly premium will be included as an adjustment in the retiree's monthly pension check or the non-active employee's disability check, or, if none, by other direct payment. This adjustment will not be subject to the cost of living increases provided to the pension portion of the check.
 6. If a retiree is eligible, it is understood and agreed that the benefit levels combining Medicare with the provided Medicare Advantage plans will provide reasonably the same benefit levels provided to active employees. Should Medicare decrease any benefit levels, the District will adjust the retiree health plans to ensure reasonably the same benefits enjoyed by active employees.
- d. The medical coverage of the spouse and dependents of a retired employee shall continue for (16) years from the date of death of said retiree. The medical coverage of the spouse and dependents of an active employee shall continue for one (1) year after death of said employee.
 - e. Employees hired on or after the first day following ratification, by both parties, October 25, 2014, *and* who meet the qualifications for full retirement under Article 10, Section 1, Par. 2(a) and who retire from the District thereafter, shall be eligible for a \$800 per month stipend with which to purchase healthcare from one of the Plans offered by the District or have that amount deposited into an RHRA VEBA in the retiree's name for any eligible use. The \$800 stipend shall increase annually by CPI-W West (B/C) (populations under 1.5 million) Portland. Upon reaching age 65 or Medicare eligible, the retiree no longer shall be eligible for any District health benefit.
 - f. Mini-Run Operator Coverage. Mini-Run Operators, after completing thirty (30) days of employment, will receive the same medical, prescription drug, dental and vision benefits as regular full-time employees.

~~Par. 2. Benefits Coordinator~~

~~The District shall pay the Union \$1,500 per month effective December 1, 2009, for the purpose of employing and paying a benefits coordinator whose sole duty will be to assist and advise individual employees with insurance-related problems.~~

Par. 3. Employee Assistance Program

- a. The District will continue to provide an~~The~~ Employee Assistance Program that provides substantially similar coverage in effect at the time of the signing of this agreement. Any changes in carrier or coverage will be communicated to the Union prior to the change. ~~shall be separately operated and administered by the Union.~~

- ~~b. Effective December 1, 2012, and only for the term of this Agreement, the District shall pay \$55,000 annually to the Union to operate and administer the Employee Assistance Program. Upon the expiration of this Agreement, the District's obligation to make payments to the Union shall end and shall not be continued during the hiatus period as part of the status quo. Upon the expiration of this Agreement, Union employees shall be covered under the District's EAP program;~~
- ~~c. Funds paid by the District to the Union to provide an Employee Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. In the event that the Union utilizes such money for purposes other than the provisions of an Employee Assistance Program, the District's financial obligation shall immediately cease and the Union shall be solely liable and responsible for provisions of the Employee Assistance Program.~~

~~The parties recognize that the District's obligation with respect to the selection and administration of an Employee Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter the District's financial obligation without the District's prior written consent. The Union shall exonerate, reimburse and hold harmless the District against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of an Employee Assistance Program.~~

Par. 4. Group Life, Accidental Death and Dismemberment (AD&D), and Sickness Insurance

The extended sick leave benefit described in sections b, c, and d, will end on January 1, 2023 when the new Paid Family and Medical Leave law will take effect.

- a. All active full-time employees will be covered by a \$25,000 Group Life Insurance policy, which will provide a double indemnity benefit in the event of accidental death. Mini-Run Operators shall be covered by a like policy, valued at \$18,250. Employees retired prior to July 1, 1971 will continue to receive \$1,500 life insurance. Upon the date of ratification of this agreement, March 24, 1999, Employees who retire under the defined benefit pension plan on or after ~~have retired since~~ July 1, 1971, will receive \$10,000 life insurance.
- b. A \$90 per week short-term disability benefit will be paid to eligible active part-time employees and a \$150.00 per week extended sick leave benefit will be paid to eligible active full time employees for lost time due to non-occupational accident or sickness. Benefits will be paid for the first day of accident and fourth day of sickness to fifty-two (52) weeks. This benefit is payable on regular working days only, at a daily rate equal to one-fifth (1/5) of the weekly benefit at that time.
- c. These benefits will also be payable to employees on maternity leave of absence.
- d. The extended sick leave benefit will not become payable until after the sick leave benefits described in Paragraph 5 below is exhausted. Under no circumstances will benefits under this provision and sick leave benefits be applicable at the same time.
- e. All employees on extended sick leave shall report to the Department Manager, if physically able, at least once every two (2) weeks, and be under the care of a registered physician at all times.

- f. The District will pay one hundred percent (100%) of the premium for Life and Accidental Death & Dismemberment (AD&D) and Sickness Insurance for all active full-time and Mini-Run Operator employees and one hundred percent (100%) of the premium for life insurance for retirees who retire under the defined benefit pension plan on or after July 1, 1971.
- g. The claims administration of these benefits will be the same or better than presently provided.

Section 12 – CONTINUOUS SERVICE DEFINITION

Par. 1. Unless otherwise stated, wherever reference is made to “continuous service” in this Agreement, it shall be interpreted to mean employment without a break with the District, or with either Portland Traction Company, Rose City Transit Company, or the Blue Lines, where employee service was continuous through successive takeovers to the present. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979, are to receive past service credit for pension and vacation purposes.

Par. 2.

- a. Continuity of service shall be broken and seniority shall terminate:
 1. By resignation.
 2. By discharge.
 3. By failure to return to work from layoff within thirty (30) days when called.
 4. By absence without leave for five (5) days.
 5. By layoff of twelve (12) months or more.
- b. Continuity of service shall not be broken and seniority shall not terminate:
 1. By a layoff due to reduction in force of less than five (5) years.
 2. By an authorized leave of absence.
 3. By a leave of absence to serve in the armed forces of the United States, as provided by law.
 4. By absence due to authorized vacation.
 5. By a leave of absence protected under Oregon Sick Leave, FMLA or OFLA prior to the exhaustion of those leaves and any additional time, if any, granted by the District to complete the interactive process under the ADAAA. ~~due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the District and the Union. The District shall provide thirty (30) days written notice of broken continuity of service and termination of seniority to the Union and the employee, at the employee’s last known address. For the purposes of this Paragraph, a return to work shall not constitute a break in the period of absence until such time as the employee has completed thirty (30) calendar days in his/her regular work assignment. Time worked in light duty shall not be deemed time worked in the employee’s regular work assignment. This provision shall not~~

~~affect an employee's statutory right to reemployment in an available and suitable position. This time for continuous service as described in this paragraph may run concurrent with any other protected leaves an employee may qualify for, including FMLA, OFLA, and the ADA Amendments Act.²~~

6. By leave of absence of any duration to serve as an official of the Union.
 7. By promotion to a supervisory position with the District.
 8. By leave of absence to serve in the Oregon State Legislature.
- c. Continuity of service shall be broken:
- By granting leave of absence to work for the following organizations in excess of six months:
- Oregon State AFL-CIO
 - National AFL-CIO
 - Any Oregon County Labor Council
- Provided, however, seniority rights in choice of work and rate of pay only shall not terminate. Upon election or appointment to a job in these Associations, the officer or employee shall upon request be granted six (6) months leave of absence. If at the conclusion of six (6) months, the officer or employee continues in his/her position with these Associations, s/he shall lose all rights except his/her seniority in the choice of work and rate of pay.
- d. Upon retirement from such office, the employee shall be placed in his/her former position with the District if s/he is physically able to do the work, but his/her seniority shall apply only to choice of work and rate of pay and not to any other benefit. Upon retirement from such office, employee must elect to return within ninety (90) days.
 - e. Employees rehired by the District within one year of a medical separation will have their continuous service set the same as the date they separated.

² Ends the 12 months of leave and benefits, employees may exercise COBRA self-pay rights when medically terminated.