

Employees who are recalled to a position they did not hold at the time of layoff will serve a six (6) month probationary period. If at the end of a six (6) month probationary period, the City determines the recalled employee has not successfully completed the probationary period, the employee shall be returned to the recall list for any portion of the twenty-four (24) months of recall rights remaining, minus the period of time recalled to City employment. An employee recalled to their former position will not be required to serve a probationary period.

Employees who are recalled from layoff shall have the sick leave balance they had accumulated on the date of layoff restored and regular (non-probationary) employees shall be returned to work with their seniority restored for all purposes, i.e. salary step, vacation accrual, they would have advanced to had the employee not been laid off. Employees who were on initial probation at time of layoff and are voluntarily recalled by the City will be required to serve their remaining probationary time and, upon completion of probation, will be credited with their initial service for all purposes, i.e. salary step, vacation accrual, etc.

Section 15.8. Employees who are laid off and exercise their right to continued medical benefits under COBRA will be placed on COBRA and have COBRA medical insurance benefits paid for by the City for six (6) months or until they are eligible for medical insurance from another source, whichever occurs first. The paid COBRA is limited to a total of six (6) months during a twenty-four (24) month recall period.

It is the responsibility of laid off employees to promptly notify the Human Resource Department if they become eligible for medical insurance from another source and to verify when they became eligible for such benefits. Failure to do so will result in forfeiture of recall rights, unless waived by the City.

ARTICLE 16 - EMPLOYEE INSURANCE BENEFITS

Section 16.1. - Life, AD&D, and Disability Insurance: All eligible regular full-time, represented seasonal and represented part-time employees will be provided with Life, AD&D and Disability benefit coverage as follows:

A. Disability Insurance: This plan shall provide long-term disability coverage \$4,000/month or 60% of the employee's salary, whichever is less, after a ninety (90) day waiting period. Additional costs shall not be subject to payment by the City.

B. Life Insurance: This plan provides a term life insurance benefit in the amount of \$50,000 and shall include an accidental death and dismemberment benefit.

Section 16.2. – Medical, Dental, Vision, and Prescription Insurance: All eligible regular full-time, represented seasonal and represented part-time employees will be provided with the following medical, dental and vision insurance plan options:

A. **Medical Insurance Plans:** The Preferred Provider Organization (PPO) plan shall be

substantially comparable to the medical insurance plan currently offered by the City through Aetna Open Choice PPO Plan. Employees may, at their option, select the City's HMO plan offered through Kaiser Permanente.

B. Dental Service Plans: The primary plan shall be substantially comparable to the Oregon Dental Service's "Incentive Dental Program," which includes coverage for orthodontic, crown, and inlay services. Employees may, at their option, select Kaiser dental coverage regardless of whether they have Kaiser or Aetna medical insurance.

C. Vision Plan: This plan shall be substantially comparable to the VSP Vision Plan currently offered by the City. Employees who select the City's HMO plan will have vision coverage through Kaiser Permanente.

Section 16.3. - Premium Cost Sharing: For regular full-time and represented seasonal employees the City will pay:

- 90% of the tiered monthly premium cost of the medical insurance plan they have selected;
- 100% of the premium cost for the dental plan they have selected; and
- 100% of the premium for the vision insurance plan, unless the employee is on the City's HMO plan.

Represented seasonal employees shall be entitled to receive the same contribution for insurance benefits as full-time employees while employed.

Section 16.4 – Part-Time Employees:

Except as set forth below, the City shall provide represented part-time employees prorated medical, dental and vision insurance plan premiums as follows:

For medical coverage, the City will pay a prorated amount of the selected medical plan premium, proportionate to the amount of hours worked compared to full-time employment. When the premiums for the City's HMO Plan and the City's PPO Plan differ by 10 percent (10%) or more, the City shall pay the prorated amount of the comparable elected coverage tier in the higher-premium plan, to be applied to the lower-premium plan, for those employees that select the lower-premium plan.

For dental coverage, the City will pay a prorated amount of the selected dental plan premium, proportionate to the amount of hours worked compared to full-time employment. Represented part-time employees who choose to participate in one (1) of the dental plans only, and do not select medical coverage shall have 100% of their dental premium paid by the City.

Employees will be responsible for the difference between the prorated premium amounts paid by the City and the total premium, and will pay the monthly amount through a payroll deduction. In the event of non-payment or insufficient wages to cover the premium, an employee who is eligible for health insurance as described in this Article, must pay their share of the premium directly to the City.

To calculate the proration percentage, the City will compute the proportion of hours worked by the part-time employee compared to the hours of a full-time employee for the preceding six (6) month (January 1st through June 30th or July 1st through December 31st) period.

For new hires or employees who otherwise become represented part-time employees during a six (6) month period, the contribution to be paid by the City will be based on the hours the employee is scheduled to work during that period. However, at the beginning of the next six (6) month period, the City's contributions will be based on the average number of hours the employee worked for each full month of employment completed during the preceding partial six (6) month period.

If a represented part-time employee's regularly scheduled hours are changed on an on-going basis, the employee may submit a written request for a contribution adjustment to Human Resources. Adjustments will become effective at the beginning of the following month and be based on the hours the employee is scheduled to work for the remainder of that six (6) month period.

For the purpose of this article, "hours worked" shall include the time an employee is absent from their regularly scheduled shift on vacation, holiday, sick leave, compensatory time, unpaid leave under FMLA/OFLA or approved leave of absence.

The minimum percentage of premium costs for part-time employees shall be at least the same percentage as for full-time employees.

Section 16.5. - Continuation of Benefits: An employee will continue to receive medical, dental, vision, disability and life insurance benefits through the City's payment of its portion of the premium costs during the time they are:

- A. On paid status (hours worked or any paid leave) at least twenty (20) hours in the month or on FMLA or FMLA/OFLA leave, whichever is greater; or
- B. Off work due to a compensable on-the-job injury or occupational illness for a period up to one (1) year from the date of original injury or diagnosis, whether or not the employee has any accrued leave time, provided they have timely exercised COBRA rights.

Section 16.6. - Domestic Partners: For purposes of this Article, where insurance benefits are extended to "spouses", a domestic partner (e.g. a registered domestic partner or an individual who lives with an employee as a same-sex or opposite-sex partner, and has satisfied and maintained the requirements contained in an Affidavit of Domestic Partnership, and has submitted that Affidavit to Human Resources), shall be considered a spouse. Affidavits of Domestic Partnership are available through Human Resources. Children of domestic partners shall also be considered family members of an employee.

In the event any of the City's insurance carriers changes its eligibility rules to restrict domestic partnership coverage, this Agreement will be automatically adjusted to conform with the

carrier's eligibility rules. Affected employees and the Union will be notified of the change sixty (60) days prior to the change. In the event the Union demands to bargain over the impact of the change, the City will impact bargain in accordance with PECBA. The implementation of the change necessary to confirm with carrier eligibility rules will not, however, be delayed.

Section 16.7. - Voluntary Employee Beneficiary Association (VEBA): The City will continue a Voluntary Employee Beneficiary Association (VEBA) for the employees covered by this Agreement. Effective July 1, 2022 (or the first of the month after ratification and approval by the City Council, whichever occurs later) the City will make contributions of \$50.00 per employee per pay period into employee VEBA accounts.

In addition, upon the first of the month after ratification and approval by City Council, the City will make a one-time contribution of three hundred and fifty dollars (\$350) on behalf of each eligible bargaining unit member into their VEBA account.

Effective July 1, 2023, the City will make an additional one-time contribution of three hundred and fifty dollars (\$350) on behalf of each eligible bargaining unit member into their VEBA account.

ARTICLE 17 - EDUCATION REIMBURSEMENT

Section 17.1. Subject to a maximum of five thousand dollars (\$5,000) per employee, per fiscal year, and the availability of funds, the City will reimburse employees at the rate of one hundred percent (100%) for the cost of books and tuition for any successfully completed academic course which is directly related to their assigned department or a mutually agreed upon career development plan. The course must have prior approval by the respective department head and must be completed with a 2.0 or "C" or better grade. Once such career development plan has been agreed upon by the Department Director, the City will not withhold reimbursement for any course required by such plan. Any books purchased and reimbursed by the City are to be returned to the City and shall be considered City property upon completion of the course. The City will attempt to budget funds to allow employees to utilize the provisions of this Article.

Reimbursement is not available through the City if other compensation is available from other sources, such as the G.I. Bill, LEEP, or other similar programs.

A further stipulation for any tuition reimbursement is that the benefited employee is required to continue employment with the City for a period of one (1) year after completion of the course(s) provided. Voluntary separation from the City, prior to this time period, will require that the employee reimburse the City the prorated portion of the amount received. The employee will be credited one-twelfth (1/12th) of the amount received for each month of completed service after completion of the course for which reimbursement was made (For example, an employee who has received educational reimbursement for a course, but completes only six (6) months of service following completion of that course will be responsible for reimbursing the City for one half (1/2) of the reimbursement received.) The City may recover the reimbursement through deduction from the employee's final paycheck to the extent permitted by law.