

RETIREMENT MEDICAL TRUST
LETTER OF AGREEMENT

I. PARTIES

The parties to this agreement are Marion County, by and through the Marion County Sheriff's Office, and the Marion County Law Enforcement Association (MCLEA, hereinafter the "Association").

II. AGREEMENT

- A. The Association will establish participation in an RMT administered by the PORAC RMT, and the cost of establishing the Trust shall be at no cost to the County. The County is not a party to the trust, aside from transferring funds, and has no obligations to the management, regulatory compliance or performance of the trust. In the event the trust becomes insolvent or unable to pay, the County has no financial obligation to the trust, the employees or the Association.
- B. Effective July 1, 2020, the County will deduct from employees gross wages and transfer a pre-tax employee contribution for each employee on an ongoing basis of fifty dollars (\$50.00) biweekly. Each employee will complete an election form designating the amount of fifty dollars (\$50.00) to be withheld biweekly and submit election form to Marion County Payroll. There shall be no employee election available to take the employee contribution amount in cash, or to determine the employee contribution amount.
- C. The County will comply with reasonable rules set by the Trust Office with regard to reporting and depositing the required contributions set forth above. . In the event the reporting requirement of the Trust requires reporting beyond that which the County typically provides, the County will require the Association to pay for any costs related to programming or producing such reports. Prior to engaging in any activity that could result in such an expense, the County will secure the Association's authorization.
- D. The Association agrees to indemnify and hold the County harmless from any liabilities of any nature which may arise as a result of the operation of the PORAC RMT, except for the obligation of the County to remit and report the non-elective transfer of employee contributions as described above.
- E. The monies contributed to the Trust fund shall only be used for retiree health insurance premiums or health care expenses, as allowed by law. There shall be no employee election/option available to take such amount in unrestricted cash.
- F. The purpose of this Trust shall be to provide for retiree health care expense reimbursement benefits. The Trust shall be and remain separate and apart from any County health insurance funding program, unless changed by mutual written agreement of

the parties. The contributions set forth above, unless otherwise dictated by law or rules set forward by the Public Employees Retirement System (PERS), shall be included as salary for purpose of calculating pension benefits.

III. CONCLUSION

This agreement shall become effective no later than July 1, 2020, and remains effective until receipt of the arbitrator's decision issued after the interest arbitration has concluded. This agreement shall not become part of the parties' collective bargaining agreement. This agreement is made without precedent to either party.

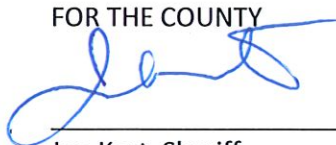
FOR THE ASSOCIATION



Jeremy Schwab, Association President

6-2-2022
Date

FOR THE COUNTY




Joe Kast, Sheriff

6/7/22
Date



Jan Fritz, Chief Administrative Officer

6/3/22
Date



Salvador Llerenas, Labor and Employee Relations
Manager

6/3/22
Date