

Memorandum of Agreement (MOA)

Re: ORS 243.698 et seq. Article 29 Plan Design Changes

1. On September 29, 2022, the County formally made an ORS 243.698 et seq. proposal to modify the plan design and benefits associated with the Kaiser HMO plan design in the currently in effect WCPOA SSG CBA. For reference the County’s proposals included increases in deductibles that have to be paid and satisfied by an employee as actual out of pocket and direct payment costs by the employee to their health care providers as follows:

Proposed Option #1 Plan Changes (in salmon below):

	2022	2023	2023
PROPOSED - Kaiser Medical Plan – Plan Changes			Providence Plans
Low Deductible Plan	Current	Proposed	Current
Deductible	\$250 / employee \$500 / family	\$500 / employee \$1,000 / family	\$500 / employee \$1,500 / family
Out of Pocket Maximums	\$600 / employee \$1,200 / family	\$1,000 / employee \$2,000 / family	\$2,200 / employee \$6,000 / family
High Deductible Plan	Current	Proposed	Current
Deductible	\$750 / employee \$1,500 / family	\$1,000 / employee \$2,000 / family	\$1,250 / employee \$3,750 / family
Out of Pocket Maximums	\$1,100 / employee \$2,200 / family	\$2,000 / employee \$4,000 / family	\$2,950 / employee \$8,850 / family

2. The parties negotiated and have agreed to the above proposed plan design changes in conjunction with the following modifications to WCPOA the SSG CBA Article 29 to address the cost impacts/effects associated with the above changes.

ARTICLE 29 – INSURANCE

29.1 Medical, Dental and Vision.

The County agrees to provide employees a choice between the standard medical insurance plans for Providence or Kaiser Permanente; or a choice of reasonably comparable overall benefits offered by other carriers. Coverage under these plans is subject to the carriers’ eligibility requirements. The County agrees to provide dental and vision insurance, similar to coverage currently offered through Delta Dental or Kaiser Dental; or plans of other carriers offering reasonably comparable overall benefits, subject to the following:

For the duration of this collective bargaining agreement, the County will provide the following health insurance options:

- PPO.

Low-Deductible Plan. Providence, 80% coinsurance; or plan with reasonably comparable overall benefit.

High-Deductible Plan. Providence, 80% coinsurance plan or plan with reasonably comparable overall benefit.

- HMO.

Low-Deductible Plan. Kaiser HMO, 80% coinsurance plan; or plan with reasonably comparable overall benefit.

High-Deductible Plan. Kaiser HMO, 80% coinsurance; or plan with reasonably comparable overall benefit.

The work group of the County Wellness Points Committee will be made up of no more than fifteen (15) members, four (4) of whom will be appointed by the Association. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan. The County's maximum contributions for medical, dental and vision will be ninety percent (90%) for the plan selected by the employee.

For those employees that meet the Wellness Points requirement for each calendar plan year, the County's maximum contribution for medical, dental, and vision will be ninety-five percent (95%) for the selected plan by the employee.

To qualify for the higher County premium contribution rate, the employee will meet wellness point requirements as determined by a work group of the County Wellness Points Committee. Wellness points earned in each calendar year will determine the employee's premium contribution rate for the following calendar year.¹

Should health insurance premiums effective January 1, of any calendar year, increase by ten percent (10%) or more over the preceding year calendar year, either the County or the Association may use ORS 243.698, *et seq.* to reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design. The

¹ The WCPOA agrees to encourage its members to participate in the Wellness Point Criteria as determined by the Wellness Points Committee.

parties agree to a thirty (30) day mid-term bargaining period in the event a reopener is exercised.

The County acknowledges and agrees that the County also has an obligation to bargain with the Association pursuant to ORS 243.698 about the impacts/effects of any changes to mandatory subjects of bargaining that are not deemed to be reasonably comparable to the overall benefits in the current health and welfare benefits and/or health and welfare plan designs. However, the parties agree that the expedited bargaining period shall be reduced to thirty (30) days.

29.2 Opt-Out Provision.

The County will provide a contribution to a VEBA account in the amount of one hundred and twenty-five dollars (\$125) per month (paid on the first two (2) pay periods of the month) for eligible employees that choose to opt out of the County's medical, dental, and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth under the Affordable Care Act.

29.3 Employee Post-Retirement Medical Fund (VEBA).

The County agrees to establish a VEBA account for each eligible employee. The County will contribute seventy-five dollars (\$75) per month to each eligible employee's VEBA account starting in the first full pay period upon ratification of this Agreement.

VEBA accounts are administered in accordance with Internal Revenue Code Section 501(c) (9). The employee, and not the County, shall be responsible for any tax due on non-qualified distributions from their VEBA accounts.

Definition of Eligible Employee. For purposes of this provision, the term "eligible employee" shall mean an employee who completes the VEBA enrollment process and is enrolled in one of the County's medical plans or other qualified group health plan.

Effective January 1, 2023, in conjunction with the plan design changes proposed by the County on 092922 and in conjunction with the increased employee out-of-pocket costs associated with the County's plan design changes proposed by the County on 092922, the contribution by the County to the VEBA account of each employee will increase to eighty five dollars (\$85) per month.

29.4 Life Insurance.

The County shall provide each employee with fifty thousand dollars (\$50,000) life insurance coverage with a double indemnity provision throughout the term of this Agreement.

If an employee dies on duty, the County will provide continuing medical/dental/vision coverage for the employee's spouse or domestic partner and/or dependents for a period of forty-eight (48) months, or until the employee's spouse or domestic partner is eligible for Medicare, whichever is earlier, unless the spouse or domestic partner and/or dependents is or becomes enrolled in an alternative medical/dental/vision insurance plan.

29.5 Long-Term Disability.

The County shall provide each employee with a long-term disability plan to insure a maximum of sixty (60%) percent of their pre-disability base earnings or \$2,500, whichever is less. This insurance will provide salary protection following the first ninety (90) days of continuous total disability or the period during which the employee receives sick leave benefits, whichever is longer.

29.6 Insurance Improvements.

In the event that any other County bargaining unit or non-represented employee receives health insurance improvements covered under Article 29.1 during the term of this Agreement, WCPOA members will receive a comparable improvement.

29.7 Tort Claim Defense and Indemnification.

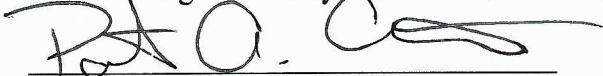
The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

29.8 The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. If such Committee is established, the Association will be afforded four (4) representatives on the committee, without loss of pay.

29.9 Deferred Compensation. If the County implements a Deferred Compensation Plan for any non-represented hourly employees, bargaining unit employees will participate in the same Deferred Compensation Plan.

IT IS AGREED this 29th day of September, 2022.

For Washington County Police Officers Association



Patrick Altieri, President

For Washington County



Brian McPhee, Chief Deputy