

## MEMORANDUM OF AGREEMENT (MOA)

By and Between

Washington County (County)

And

Washington County Police Officers Association (WCPOA), including the ECU, SSG and SGTs

RE: Calendar Year 2025 Health Insurance and Benefits Changes Associated with Article 29

The parties to this MOA are Washington County, a political subdivision of the State of Oregon ("County"), and WCPOA (hereinafter "parties").

1. The County and WCPOA are parties to two (2) current collective bargaining agreements (CBAs) associated with the Enforcement/Corrections Unit (ECU) and the Sheriff's Support Group (SSG), and the parties are currently in the process of bargaining one (1) additional CBA with WCPOA for Sergeants as a separate bargaining unit (SGTs) under WCPOA.
2. The two (2) current CBAs contain provisions related to health insurance and health insurance benefits in Article 29 that relate to mid-term bargaining.

A. The applicable Article 29 language from the ECU CBA is:

Should the County determine that health insurance premiums may increase by ten percent (10%) or more over the preceding year, either the County or the Association may use ORS 243.698 et seq. to reopen and bargain concerning the restructuring of contribution rates and/or a restructuring of benefit plan design, except that the mid-term bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

B. The applicable Article 29 language from the SSG CBA is:

Should the County determine that health insurance premiums may increase by ten percent (10%) or more over the preceding year, either the County or the Association may use ORS 243.698 et seq. to reopen and bargain concerning the restructuring of contribution rates and/or a restructuring of benefit plan design, except that the mid-term bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

3. With regard to Health Insurance Article 29 mid-term bargaining for the 2025 calendar year for ECU and SSG the parties have reached agreement as follows:

A. Attached as Appendix 1.1 to this MOA is the amended Article 29 that will take effect January 1, 2025, and continue for the duration of the current term of the WCPOA ECU CBA. The parties understand and acknowledge that Article 29 is still subject to CBA negotiations associated with a successor CBA for ECU as of July 1, 2025.

- B. Attached as Appendix 2.1 to this MOA is the amended Article 29 that will take effect January 1, 2025, and continue for the duration of the current term of the WCPOA SSG CBA. The parties understand and acknowledge that Article 29 is still subject to CBA negotiations associated with a successor CBA for SSG as of July 1, 2025.
  - C. Attached as Appendix 3.1 to this MOA is the WCPOA SGT language for Article 29 that will be effective January 1, 2025. The parties understand and acknowledge that Health Insurance (likely to be Article 29) is still subject to CBA negotiations associated with on-going and open CBA negotiations for the SGTs CBA.
  - D. Attached as Appendix 4.1 to this MOA is the 2025 summary of plan changes, the County's HRA VEBA contribution amounts associated with the respective High Deductible Plan with an added HRA VEBA Incentive, and the employee premium share amounts for 2025.
4. Except as modified above, all other provisions of the applicable ECU CBA and applicable SSG CBA shall continue to apply. Except as modified above, all current status quo benefits and compensation for the SGTs shall continue to apply.
  5. For ECU, SSG and SGTs, any disputes regarding the interpretation or application of this MOA shall be resolved by the Parties using the grievance procedures of the applicable CBA. Specifically, for the SGTs the parties agree that any disputes regarding the interpretation or application of this MOA shall be resolved by the Parties using the grievance procedure set forth in the ECU CBA.
  6. In addition to the applicable CBA, this MOA is the full and final agreement of the Parties regarding this reopener issue for ECU and SSG. However, for the SGTs this MOA is a temporary stop-gap resolution and the parties will continue to negotiate Health Insurance for 2024, 2025 and beyond.

IT IS AGREED this 27 day of September, 2024.

For the County



Erin Calvert, ACA

For WCPOA



Patrick Altieri, President

**APPENDIX 1.1 - WCPOA – Enforcement/Corrections Unit (ECU)**

***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 equal to overall benefits, subject to the following:

For the duration of this Agreement, the County will provide the following health insurance options:

- **PPO: A High Deductible Plan, a Low Deductible Plan, and a High Deductible Health Plan with an added HRA VEBA Incentive Plan that is separate from Section 29.3** through Providence or a substantially similar plan with reasonably comparable overall benefit.
- **HMO: A High Deductible Plan, a Low Deductible Plan, and a High Deductible Health Plan with an added HRA VEBA Incentive Plan that is separate from Section 29.3** through Kaiser HMO or a similar plan with reasonably comparable overall benefit.

Employees enrolling in the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive Plan that is separate from Section 29.3 will receive sixty percent (60%) of the Health Insurance cost savings in premiums between their similar level Low Deductible Plan and their High Deductible Health Plan (HDHP) with an added HRA VEBA Incentive that is separate from Section 29.3. The sixty percent (60%) Health Insurance costs savings in premiums shall be calculated for each employee for each plan year during the term of this CBA as follows:

2025 Insurance Rates:

The monthly Low Deductible Plan Premium Rate **minus** the monthly High Deductible HRA VEBA Plan Premium Rates **multiplied** by .60 (60%) **equals** the amount of cost share deposited to employee's HRA VEBA account each month.

Appendix 4.1 is attached and incorporated detailing the plan changes, the HRA VEBA contribution amounts, and the employee premium share amounts for 2025.

The funds associated with the employee's sixty percent (60%) will be deposited during the first pay period and second pay period of each month into the employee's standard HRA VEBA account established through Washington County pursuant to Section

29.3. The sixty percent (60%) cost savings premium deposits for each eligible employee will occur twice (2x) per month in alignment with insurance contribution deductions already scheduled through payroll deductions. This contribution will only occur for the length of time an employee has opted into a plan that provides that the employee will receive the sixty percent (60%) premium savings contributed into their VEBA account. Couples and partners that work for the County and that both opt into the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive Plan will both be eligible to receive the sixty percent (60%) premium savings contributed into each of their respective VEBA accounts.

If, as of January 1, 2025, at least twenty percent (20%) of the combined WCPOA ECU and WCPOA SSG and WCPOA SGT unit members have elected to enroll in the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive plan, then the County will provide a one-time annual deposit of \$150 into each WCPOA ECU and SSG and SGT unit member's HRA VEBA account on the first payroll in the following February.

The County and the Association agree to participate in the County Wellness Points Committee comprising no more than fifteen (15) members, of which up to four (4) members will be appointed by the Association to represent the ECU and SSG and SGT bargaining units. This work group will seek information and input from the County's benefits consultant as the work group 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 forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

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 and tier selected by the employee, and the employee will contribute ten percent (10%).

For those employees that meet the Wellness Points requirement, the County's maximum contribution for the combined benefits that make up medical, dental, and vision will be ninety-five percent (95%) for the selected plan and tier by the employee, and the employee will contribute five percent (5%).

To qualify for the lower employee premium contribution rate (reduced from ten percent (10%) to five percent (5%)), the employee is required to 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.

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

Should the County determine that health insurance premiums may increase by ten

percent (10%) or more over the preceding year, either the County or the Association may use ORS 243.698 et seq. to reopen and bargain concerning the restructuring of contribution rates and/or a restructuring of benefit plan design, except that the mid-term bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

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 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 forty-five (45) days, beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

Within thirty (30) calendar days of the end of the open enrollment period, the County will inform the WCPOA President, in writing, how many combined WCPOA represented employees (combined from ECU, SGT and SSG groups) elected each of the provider plans offered by the County. These numbers will be used to determine the twenty percent (20%) threshold set forth in Section 29.1.

#### 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 (equally divided and paid on the first two (2) pay periods of the month only) 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 Standard HRA VEBA Account (VEBA) – County Contribution

The County agrees to establish a VEBA account for each eligible employee. The County will contribute one hundred and sixty dollars (\$160.00) per month to each eligible employee's VEBA account.

#### Standard HRA VEBA Account (VEBA) – Employee Contribution

Bargaining unit member wages shall be subject to a deduction of one hundred (\$100) per month deducted as a fifty (\$50) deduction from each of the first two (2) paychecks of each month).

The Association may authorize further deductions in increments of twenty-five dollars (\$25) per month, as authorized by the Association in writing, for all bargaining unit employees during the course of this Agreement. Further deductions shall require a majority vote of the Association membership. All amounts so deducted shall be credited

to each bargaining unit member's Standard HRA VEBA account.

This section is in addition to and does not replace the County contribution previously negotiated.

Funds in the Standard HRA VEBA Member Account shall only be used for member health insurance premiums or health care expenses, as allowed by law. There shall be no individual Association member election/option available to take any such amounts in unrestricted cash.

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 (1) of the County's medical plans or other qualified group health plan.

#### 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 two thousand and five hundred dollars (\$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 *et seq.*

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. This work group will seek information and input from the County's benefits consultant and provides recommendations for the County with respect to benefits plan design. In the event the work group is unable to reach a consensus regarding benefits plan design, such benefits shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698. However, the parties agree that the expedited bargaining period shall be reduced to forty-five (45) days. The Association will be afforded four (4) representatives on the committee to represent the SSG, SGT and Enforcement bargaining units, without loss of pay.

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

*ARTICLE 29 – INSURANCE*

29.4 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 equal to overall benefits, subject to the following:

For the duration of this Agreement, the County will provide the following health insurance options:

- **PPO: A High Deductible Plan, a Low Deductible Plan, and a High Deductible Health Plan with an added HRA VEBA Incentive Plan that is separate from Section 29.3** through Providence or a substantially similar plan with reasonably comparable overall benefit.
- **HMO: A High Deductible Plan, a Low Deductible Plan, and a High Deductible Health Plan with an added HRA VEBA Incentive Plan that is separate from Section 29.3** through Kaiser HMO or a similar plan with reasonably comparable overall benefit.

Employees enrolling in the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive Plan that is separate from Section 29.3 will receive sixty percent (60%) of the Health Insurance cost savings in premiums between their similar level Low Deductible Plan and their High Deductible Health Plan (HDHP) with an added HRA VEBA Incentive that is separate from Section 29.3. The sixty percent (60%) Health Insurance costs savings in premiums shall be calculated for each employee for each plan year during the term of this CBA as follows:

2025 Insurance Rates:

The monthly Low Deductible Plan Premium Rate **minus** the monthly High Deductible HRA VEBA Plan Premium Rates **multiplied** by .60 (60%) **equals** the amount of cost share deposited to employee's HRA VEBA account each month.

Appendix 4.1 is attached and incorporated detailing the plan changes, the HRA VEBA contribution amounts, and the employee premium share amounts for 2025.

The funds associated with the employee's sixty percent (60%) will be deposited during the first pay period and second pay period of each month into the employee's standard HRA VEBA account established through Washington County pursuant to Section 29.3. The sixty percent (60%) cost savings premium deposits for each eligible employee will occur twice (2x) per month in alignment with insurance contribution



deductions already scheduled through payroll deductions. This contribution will only occur for the length of time an employee has opted into a plan that provides that the employee will receive the sixty percent (60%) premium savings contributed into their VEBA account. Couples and partners that work for the County and that both opt into the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive Plan will both be eligible to receive the sixty percent (60%) premium savings contributed into each of their respective VEBA accounts.

If as of January 1, 2025, at least twenty percent (20%) of the combined WCPOA SSG, WCPOA ECU and WCPOA SGT unit members have elected to enroll in the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive plan, then the County will provide a one-time annual deposit of \$150 into each WCPOA ECU and SSG and SGT unit member's HRA VEBA account on the first payroll in the following February.

The County and the Association agree to participate in the County Wellness Points Committee comprising no more than fifteen (15) members, of which up to four (4) members will be appointed by the Association to represent the ECU and SSG and SGT bargaining units. This work group will seek information and input from the County's benefits consultant as the work group 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 forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

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 and tier selected by the employee, and the employee will contribute ten percent (10%).

For those employees that meet the Wellness Points requirement, the County's maximum contribution for the combined benefits that make up medical, dental, and vision will be ninety-five percent (95%) for the selected plan and tier by the employee, and the employee will contribute five percent (5%).

To qualify for the lower employee premium contribution rate (reduced from ten percent (10%) to five percent (5%)), the employee is required to 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.

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

Should the County determine that health insurance premiums may increase by ten percent (10%) or more over the preceding year, either the County or the Association may use ORS 243.698 et seq. to reopen and bargain concerning the restructuring of contribution

rates and/or a restructuring of benefit plan design, except that the mid-term bargaining period shall be forty-five (45) days beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

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 forty-five (45) days, beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

Within thirty (30) calendar days of the end of the open enrollment period, the County will inform the WCPOA President, in writing, how many combined WCPOA represented employees (combined from ECU, SGT and SSG groups) elected each of the provider plans offered by the County. These numbers will be used to determine the twenty percent (20%) threshold set forth in Section 29.1.

#### 29.5 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 (equally divided and paid on the first two (2) pay periods of the month only) 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.

#### 29.6 Standard HRA VEBA Account (VEBA) – County Contribution

The County agrees to establish a VEBA account for each eligible employee. The County will contribute eighty-five dollars (\$85) per month to each eligible employee's VEBA account.

#### Standard HRA VEBA Account (VEBA) – Employee Contribution

The Association may authorize further deductions in increments of twenty-five dollars (\$25) per month, as authorized by the Association in writing, for all bargaining unit employees during the course of this Agreement. Further deductions shall require a majority vote of the Association membership. All amounts so deducted shall be credited to each bargaining unit member's Standard HRA VEBA account.

This section is in addition to and does not replace the County contribution previously negotiated.

Funds in the Standard HRA VEBA Member Account shall only be used for member health insurance premiums or health care expenses, as allowed by law. There shall be no individual Association member election/option available to take any such amounts in unrestricted cash.

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 (1) of the County's medical plans or other qualified group health plan.

#### 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 ) two thousand and five hundred dollars (\$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 *et seq.*

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. This work group will seek information and input from the County's benefits consultant and provides recommendations for the County with respect to benefits plan design. In the event the work group is unable to reach a consensus regarding benefits

plan design, such benefits shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698. However, the parties agree that the expedited bargaining period shall be reduced to forty-five (45) days. The Association will be afforded four (4) representatives on the committee to represent the SSG, SGT and ECU bargaining units, without loss of pay.

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contributed into their VEBA account. Couples and partners that work for the County and that both opt into the High Deductible Health Plan (HDHP) with an added HRA VEBA incentive Plan will both be eligible to receive the sixty percent (60%) premium savings contributed into each of their respective VEBA accounts.

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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 and tier selected by the employee, and the employee will contribute ten percent (10%).

For those employees that meet the Wellness Points requirement, the County's maximum contribution for the combined benefits that make up medical, dental, and vision will be ninety-five percent (95%) for the selected plan and tier by the employee, and the employee will contribute five percent (5%).

To qualify for the lower employee premium contribution rate (reduced rate from ten percent (10%) to five percent (5%)), the employee is required to 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.

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

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design changes and economic impacts/effects.

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 forty-five (45) days, beginning from the date that the County provides a written proposal to the Association, that at a minimum includes plan and design changes and economic impacts/effects.

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#### 29.8 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 (equally divided and paid on the first two (2) pay periods of the month only) 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.

#### 29.9 Standard HRA VEBA Account (VEBA)

##### Standard HRA VEBA Account (VEBA) – Employee Contribution

The Association may authorize deductions in increments of twenty-five dollars (\$25) per month, as authorized by the Association in writing, for all bargaining unit employees during the course of this Agreement. Deductions shall require a majority vote of the Association membership. All amounts so deducted shall be credited to each bargaining unit member's Standard HRA VEBA account.

Funds in the Standard HRA VEBA Member Account shall only be used for member health insurance premiums or health care expenses, as allowed by law. There shall be no individual Association member election/option available to take any such amounts in unrestricted cash.

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 (1) of the County's medical plans or other qualified group health plan.

#### 29.4 Life Insurance

The County shall provide each employee with life insurance coverage for one times (1x) annual earnings with a double indemnity provision throughout the term of this Agreement.

#### 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 two thousand and five hundred dollars (\$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.

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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 *et seq.*

#### 29.8 Benefits Committee

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. This work group will seek information and input from the County's benefits consultant and provides recommendations for the County with respect to benefits plan design. In the event the work group is unable to reach a consensus regarding benefits plan design, such benefits shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698. However, the parties agree that the expedited bargaining period shall be reduced to forty-five (45) days. The Association will be afforded four (4) representatives on the committee to represent the SSG, SGT and Enforcement bargaining units, without loss of pay.

#### 29.9 Deferred Compensation

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



Providence Health Plan

Proposed Plan Design Changes

<b>High Deductible with HRA/VEBA (Signature Network)</b>		
<b>Item</b>	<b>2024</b>	<b>2025</b>
Specialty Prescription Drugs	50% up to \$100	50% up to \$150

<b>High Deductible (Signature Network)</b>		
<b>Item</b>	<b>2024</b>	<b>2025</b>
Non-Network Deductible (Individual/Family)	Shared w/ In-Network	\$2,500 / \$7,500
Non-Network OOP Max (Individual/Family)	Shared w/ In-Network	\$6,400 / \$19,200
	<i>Previously, both in-network and non-network claims and Out of Pocket max were under the same deductible. With these changes, there is a separate deductible and Out of Pocket max for non-network claims.</i>	
Emergency Room	\$250 Copay (dw)	\$250 Copay (after deductible is met)
Outpatient Lab/X-Ray	80% (dw)	80% (after deductible is met)
Complex Imaging (MRT, CAT, PET, et al.)	80% (dw)	80% (after deductible is met)
Retail Prescription Drug Copays	\$15 / \$30 (dw)	\$10 / \$15 / \$50 / \$50 (dw)
Specialty Prescription Drugs	50% up to \$100 (dw)	50% up to \$150 (dw)

dw = deductible waived

<b>Low Deductible (Choice Network)</b>		
<b>Item</b>	<b>2024</b>	<b>2025</b>
Emergency Room	\$250 Copay (dw)	\$250 Copay (after deductible is met)
Complex Imaging (MRT, CAT, PET, et al.)	80% (dw)	80% (after deductible is met)
Retail Prescription Drug Copays	\$15 / \$30 (dw)	\$10 / \$15 / \$50 / \$50 (dw)
Specialty Prescription Drugs	50% up to \$100 (dw)	50% up to \$150 (dw)

dw = deductible waived

<b>HRA/VEBA Contributions</b>	<b>2024</b>		<b>2025*</b>	
	Monthly	Annual	Monthly	Annual
Employee	\$96.01	\$1,152.12	\$84.85	\$1,018.15
Employee + Spouse	\$192.01	\$2,304.12	\$169.69	\$2,036.23
Employee + Child(ren)	\$172.82	\$2,073.84	\$152.73	\$1,832.76
Employee + Family	\$288.02	\$3,456.24	\$254.54	\$3,054.46

\*2025 contributions shown are calculated based on the difference in rates between the Low Deductible plan and the High Deductible with HRA/VEBA plan. The County proposes to use the Low Deductible in 2025, to give the employee the higher calculated difference.

## Providence Health Plan

### Proposed Premium Changes

High Deductible with HRA/VEBA	2024		
	Total Premium	5%	10%
Employee	\$675.47	\$33.77	\$67.55
Employee + Spouse	\$1,350.94	\$67.55	\$135.09
Employee + Child(ren)	\$1,215.89	\$60.79	\$121.59
Employee + Family	\$2,026.47	\$101.32	\$202.65

2025		
Total Premium	5%	10%
\$762.58	\$38.13	\$76.26
\$1,525.16	\$76.26	\$152.52
\$1,372.69	\$68.63	\$137.27
\$2,287.81	\$114.39	\$228.78

High Deductible	2024		
	Total Premium	5%	10%
Employee	\$835.48	\$41.77	\$83.55
Employee + Spouse	\$1,670.95	\$83.55	\$167.10
Employee + Child(ren)	\$1,503.92	\$75.20	\$150.39
Employee + Family	\$2,506.51	\$125.33	\$250.65

2025		
Total Premium	5%	10%
\$903.63	\$45.18	\$90.36
\$1,807.24	\$90.36	\$180.72
\$1,626.59	\$81.33	\$162.66
\$2,710.95	\$135.55	\$271.10

Low Deductible	2024		
	Total Premium	5%	10%
Employee	\$820.24	\$41.01	\$82.02
Employee + Spouse	\$1,640.48	\$82.02	\$164.05
Employee + Child(ren)	\$1,476.49	\$73.82	\$147.65
Employee + Family	\$2,460.80	\$123.04	\$246.08

2025		
Total Premium	5%	10%
\$903.99	\$45.20	\$90.40
\$1,807.97	\$90.40	\$180.80
\$1,627.24	\$81.36	\$162.72
\$2,712.04	\$135.60	\$271.20

# Kaiser Health Plan

## Proposed Plan Design Changes

<b>High Deductible with HRA/VEBA</b>		
Item	2024	2025
Deductible Embedded/Non-Embedded	Non-Embedded (\$2,000/\$4,000)	Embedded (\$2,000/\$4,000)
A non-embedded deductible means that the entire family deductible must be met before coinsurance. An embedded deductible allows for each family member to meet the individual deductible before coinsurance (for that member).		
Primary Care Office Visit	80%	First 3 Visits: \$5 Copay 4+ Visits: 80%

<b>High Deductible</b>		
Item	2024	2025
Out-of-Pocket Maximum (Individual / Family)	\$3,000 / \$6,000	\$3,200 / \$9,600
Emergency Room	\$75 Copay (dw)	\$150 Copay (dw)
Outpatient Lab/X-Ray	\$15 Copay (dw)	\$25 Copay (dw)
Complex Imaging (MRT, CAT, PET, et al.)	\$100 Copay (dw)	\$200 Copay (dw)
Retail Prescription Drug Copays	\$15 / 30 (dw)	\$15 / \$30 / 50% to \$100 (dw)

(dw) = deductible waived

<b>Low Deductible</b>		
Item	2024	2025
Emergency Room	\$75 Copay (dw)	\$150 Copay (dw)
Outpatient Lab/X-Ray	\$15 Copay (dw)	\$25 Copay (dw)
Complex Imaging (MRT, CAT, PET, et al.)	\$100 Copay (dw)	\$200 Copay (dw)
Retail Prescription Drug Copays	\$15 / 30 (dw)	\$15 / \$30 / 50% to \$100 (dw)

(dw) = deductible waived

<b>Dental</b>		
Item	2024	2025
Deductible (Individual / Family)	\$0 / \$0	\$25 / \$75

<b>HRA/VEBA Contributions</b>	<b>2024</b>		<b>2025*</b>	
	Monthly	Annual	Monthly	Annual
Employee	\$63.86	\$766.32	\$81.72	\$980.64
Employee + Spouse	\$127.72	\$1,532.64	\$206.59	\$2,479.08
Employee + Child(ren)	\$114.95	\$1,379.40	\$147.09	\$1,765.08
Employee + Family	\$191.58	\$2,298.96	\$245.15	\$2,941.80

\*2025 contributions are calculated based on the difference in rates between the Low Deductible plan and the High Deductible with HRA/VEBA plan. The County proposes to use the Low Deductible in 2025, to give the employee a higher calculated difference.

## Kaiser Health Plan

### Proposed Premium Changes

High Deductible with HRA/VEBA	2024			2025		
	Total Premium	5%	10%	Total Premium	5%	10%
Employee	\$548.61	\$27.43	\$54.86	\$645.48	\$32.27	\$64.55
Employee + Spouse	\$1,097.28	\$54.86	\$109.73	\$1,219.03	\$60.95	\$121.90
Employee + Child(ren)	\$987.50	\$49.38	\$98.75	\$1,161.87	\$58.09	\$116.19
Employee + Family	\$1,645.89	\$82.29	\$164.59	\$1,936.52	\$96.83	\$193.65

High Deductible	2024			2025		
	Total Premium	5%	10%	Total Premium	5%	10%
Employee	\$655.04	\$32.75	\$65.50	\$719.30	\$35.97	\$71.93
Employee + Spouse	\$1,310.15	\$65.51	\$131.02	\$1,438.66	\$71.93	\$143.87
Employee + Child(ren)	\$1,179.08	\$58.95	\$117.91	\$1,294.73	\$64.74	\$129.47
Employee + Family	\$1,965.19	\$98.26	\$196.52	\$2,157.96	\$107.90	\$215.80

Low Deductible	2024			2025		
	Total Premium	5%	10%	Total Premium	5%	10%
Employee	\$711.89	\$35.59	\$71.19	\$781.68	\$39.08	\$78.17
Employee + Spouse	\$1,423.80	\$71.19	\$142.38	\$1,563.35	\$78.17	\$156.34
Employee + Child(ren)	\$1,281.41	\$64.07	\$128.14	\$1,407.02	\$70.35	\$140.70
Employee + Family	\$2,135.76	\$106.79	\$213.58	\$2,345.10	\$117.26	\$234.51

Dental	2024			2025		
	Total Premium	5%	10%	Total Premium	5%	10%
Employee	\$50.21	\$2.51	\$5.02	\$54.98	\$2.75	\$5.50
Employee + Spouse	\$96.41	\$4.82	\$9.64	\$105.57	\$5.28	\$10.56
Employee + Child(ren)	\$140.56	\$7.03	\$14.06	\$153.91	\$7.70	\$15.39
Employee + Family	\$188.79	\$9.44	\$18.88	\$206.73	\$10.34	\$20.67