

MEMORANDUM OF AGREEMENT (MOA)

By and Between

Washington County (County)

And

Washington County Police Officers Association (WCPOA)

RE: Calendar Year 2024 Health Insurance and Benefits Changes Associated with Article 29

1. The County and WCPOA are parties to two (2) current collective bargaining agreements (CBAs) associated with the Enforcement group and the SSG group.
2. Both CBAs have provisions related to health insurance and health insurance benefits in Article 29 that relate to mid-term bargaining.
3. The parties have engaged in mid-term PECBA bargaining and have reached agreement as follows:
 - A. Attached as Appendix 1.1 to this MOA is the WCPOA ENFORCEMENT modification for Article 29 that the parties have agreed will be effective January 1, 2024, and continue for the duration of the term of Agreement as set forth in the current WCPOA Enforcement CBA.
 - B. Attached as Appendix 2.1 to this MOA is the WCPOA SSG modification for Article 29 that the parties have agreed will be effective January 1, 2024, and continue for the duration of the term of Agreement as set forth in the current WCPOA SSG CBA.
 - C. Attached as Appendix 3.1 to this MOA is the 2024 Calendar Year WCPOA option comparisons with premium cost share included spreadsheet showing calculations and costs associated with this MOA. Appendix 3.1 is two (2) XLSX Spreadsheet Work Book Pages created and provided by the County to WCPOA.

IT IS AGREED this 14 day of September, 2023.

For the County



Erin Calvert, ACA

For WCPOA



Patrick Altieri, President

APPENDIX 1.1 - WCPOA - Enforcement

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 collective bargaining agreement (CBA), 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 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 High Deductible Plan and their High Deductible Health Plan 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:

2024 Insurance Rates:

The monthly High 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 3.1 is attached and incorporated as an exemplar demonstrating the cost calculation for calendar year 2024 and the same cost calculations demonstrated in Appendix 3.1 will be used and applied during this term of this Agreement.

The funds associated with the employee's sixty percent (60%) will be deposited monthly 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 with an added HRA VEBA incentive Plan will both be eligible to receive the sixty percent (60%) premium savings contributed into each of their VEBA accounts.

If as of January 1, of any calendar year this CBA is in effect, at least twenty percent (20%) of the combined WCPOA Enforcement and WCPOA SSG unit members have elected to enroll in the High Deductible Health Plan with an added HRA VEBA incentive plan, then the County will provide a one-time annual deposit of \$150 into each WCPOA Enforcement and SSG 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 both the Enforcement and SSG bargaining units. This 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 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 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 medical, dental, and vision will be ninety-five percent (95%) for the selected plan by the employee, and the employee will contribute five percent (5%).

To qualify for the lower employee premium contribution rate, 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 Pointe 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 will 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 both Enforcement 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 dollars (\$100) per month fifty dollars (\$50) deduction from each of the first two (2) paychecks of each month).

The Association may authorize further deductions in increments of twenty-five

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dollars (\$25) per month, as authorized by the Association in writing, for all bargaining unit employees over 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

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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 mid-term 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 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.

The Association will be afforded four (4) representatives on the committee to represent both the SSG 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.

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APPENDIX 2.1 - WCPOA - SSG

ARTICLE 29 – INSURANCE

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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 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 over 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.

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APPENDIX 3.1 - OPTION #2
 Providence

	High Deductible Plan			Low Deductible Plan			HDHP (new - 60% Employee Share)					
	2023	5%	10%	2024	5%	10%	2023	5%	10%	2024	5%	10%
Employee	738.76	36.94	73.88	835.48	41.77	83.55	771.82	38.59	77.18	820.24	41.01	82.02
Employee + Spouse	1,471.58	73.88	147.76	1,670.95	83.55	167.10	1,543.64	77.18	154.36	1,640.68	82.02	164.05
Employee + Spouse & Child(ren)	1,329.88	66.49	132.99	1,509.32	75.20	150.39	1,389.34	69.47	138.93	1,476.49	73.82	147.65
Employee + Spouse & Child(ren)	2,216.44	110.82	221.64	2,506.51	125.33	250.65	2,315.54	115.78	231.55	2,460.80	123.04	246.08

	Monthly	Annual
Employee	96.01	1,152.07
Employee + Spouse	192.01	2,304.07
Employee + Spouse & Child(ren)	172.82	2,073.82
Employee + Spouse & Child(ren)	288.02	3,456.29

Kaiser

	High Deductible Plan			Low Deductible Plan			HDHP (new - 60% Employee Share)					
	2023	5%	10%	2024	5%	10%	2023	5%	10%	2024	5%	10%
Employee	595.71	29.79	59.57	655.04	32.75	65.50	647.41	32.37	64.74	711.89	35.59	71.19
Employee + Spouse	1,191.48	59.57	119.15	1,310.15	65.51	131.02	1,294.83	64.74	129.48	1,423.80	71.19	142.38
Employee + Spouse & Child(ren)	1,072.28	53.61	107.23	1,179.08	58.95	117.91	1,165.34	58.27	116.53	1,281.41	64.07	128.14
Employee + Spouse & Child(ren)	1,787.19	89.36	178.72	1,965.19	98.26	196.52	1,942.31	97.12	194.23	2,135.76	106.79	213.58

	Monthly	Annual
Employee	63.86	766.30
Employee + Spouse	127.72	1,532.66
Employee + Spouse & Child(ren)	114.95	1,379.38
Employee + Spouse & Child(ren)	191.58	2,298.96

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Appendix 3.1 - OPTION #2

Providence

		High Deductible Plan (Current)						Difference in Annual EE Cost IHOPD Selected			
		5%		10%		2024		10%		23-24 diff @5%	23-24 diff @10%
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		778.78	8,862.36	443.27	5,247.24	895.48	10,532.76	41.77	501.29	58.02	696.04
Employee + Spouse		1,477.58	17,330.96	73.88	886.54	1,773.10	20,952.40	8.55	1,002.57	116.02	1,384.61
Employee + Child(ren)		1,129.89	13,558.56	66.49	797.93	1,332.99	15,955.86	7.52	902.35	104.42	1,245.64
Employee + Spouse + Child(ren)		2,216.48	26,597.28	110.82	1,339.86	2,216.48	26,597.28	175.33	1,503.91	348.08	576.05

		Low Deductible Plan						Difference in Annual EE Cost IHOPD Selected			
		5%		10%		2024		10%		23-24 diff @5%	23-24 diff @10%
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		771.82	9,261.84	405.18	4,862.16	820.14	9,842.88	41.01	497.14	23.05	278.10
Employee + Spouse		1,632.88	19,623.36	138.28	1,661.52	1,660.88	19,930.56	15.02	181.29	58.10	696.96
Employee + Child(ren)		1,248.84	14,986.08	66.49	797.93	1,332.99	15,955.86	7.52	902.35	104.42	1,245.64
Employee + Spouse + Child(ren)		2,215.54	27,766.48	113.76	1,339.86	2,216.48	26,597.28	175.33	1,503.91	348.08	576.05

		NEW HDHP 60% Employee Share into HRA (VEBA Account)					
		5%		10%		2024	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		675.87	8,110.44	313.77	3,765.24	405.38	4,864.56
Employee + Spouse		1,250.04	15,000.48	63.55	762.60	63.55	762.60
Employee + Child(ren)		1,215.89	14,590.28	60.79	729.48	60.79	729.48
Employee + Spouse + Child(ren)		2,026.47	24,352.24	103.13	1,231.58	103.13	1,231.58

		HRA/VEBA with 60% EE share	
		Monthly	Annual
Employee		96.01	1,152.07
Employee + Spouse		102.01	1,224.07
Employee + Child(ren)		171.82	2,061.84
Employee + Spouse + Child(ren)		288.02	3,456.29

Kaiser

		High Deductible Plan						Difference in Annual EE Cost IHOPD Selected			
		5%		10%		2024		10%		23-24 diff @5%	23-24 diff @10%
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		595.71	7,148.52	297.99	3,575.88	655.04	7,860.48	32.75	393.02	35.60	427.20
Employee + Spouse		1,091.46	13,097.52	59.57	714.84	1,310.15	15,822.80	65.51	786.09	71.20	859.44
Employee + Child(ren)		1,072.28	12,867.36	53.63	643.56	1,179.08	14,148.96	58.95	707.45	64.08	768.96
Employee + Spouse + Child(ren)		1,787.19	21,446.28	89.36	1,072.31	1,965.19	23,582.24	98.26	1,179.11	106.80	1,285.56

		Low Deductible Plan						Difference in Annual EE Cost IHOPD Selected			
		5%		10%		2024		10%		23-24 diff @5%	23-24 diff @10%
		Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		627.41	7,528.92	313.77	3,765.24	776.69	9,320.28	44.79	534.36	38.69	463.68
Employee + Spouse		1,294.83	15,537.96	64.74	776.88	1,294.83	15,537.96	15.02	181.29	58.10	696.96
Employee + Child(ren)		1,155.34	13,864.08	66.49	797.93	1,332.99	15,955.86	7.52	902.35	104.42	1,245.64
Employee + Spouse + Child(ren)		2,442.33	29,397.72	137.72	1,644.83	2,442.33	29,397.72	175.33	1,503.91	348.08	576.05

		HRA/VEBA with 60% EE share	
		Monthly	Annual
Employee		63.86	766.30
Employee + Spouse		127.72	1,532.66
Employee + Child(ren)		114.95	1,379.38
Employee + Spouse + Child(ren)		191.58	2,298.96

		NEW HDHP 60% Employee Share into HRA (VEBA Account)					
		5%		10%		2024	
		Monthly	Annual	Monthly	Annual	Monthly	Annual
Employee		548.61	6,583.32	274.33	3,291.96	405.38	4,864.56
Employee + Spouse		1,097.28	13,166.64	54.86	658.32	54.86	658.32
Employee + Child(ren)		987.50	11,850.00	49.38	592.50	49.38	592.50
Employee + Spouse + Child(ren)		1,645.89	19,973.92	82.29	987.53	82.29	987.53

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