

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 15-09-22-07

IN THE MATTER OF APPROVING BENEFIT
CHANGES BETWEEN LANE COUNTY AND
ADMINISTRATIVE PROFESSIONAL
ASSOCIATION OF LANE COUNTY, INC. AND
OFFERING THE FY15/16 VOLUNTARY
SEPARATION INCENTIVE PROGRAM

WHEREAS, a tentative agreement has been reached between Lane County's bargaining team and the Administrative Professional Association of Lane County, Inc.; and

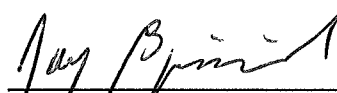
WHEREAS, the Board of County Commissioners is committed to improving the health of our community and have so stated in their strategic plan; and

WHEREAS, the agreement is consistent with the guidelines set forth by the Board of Commissioners.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The tentative agreement between Lane County and Administrative Professional Association of Lane County, Inc. be approved.
2. The County Administrator and the County's bargaining team be authorized to execute the revised agreement on behalf of the County.

ADOPTED this 22nd day of September, 2015.



Jay Bozlevich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

9/15/15

LANE COUNTY OFFICE OF LEGAL COUNSEL

MEMORANDUM OF UNDERSTANDING
AP 15-003

This agreement is by and between Lane County, hereinafter referred to as **COUNTY**, and the Administrative-Professional Association of Lane County, Inc., hereinafter referred to as **UNION**, for the purpose of establishing a Voluntary Separation Program and modifying the current Collective Bargaining Agreement signed June 8, 2012 ("CBA"). This agreement will modify Article XI Leave Time and Holidays and Article XII Insurance and Related of the CBA.

1. The following language shall be modified in Article XI, Section 2 - Time Management: (inserted text underlined; deleted text in strikethrough):

(C) Accumulation:

(1) Eligible non-exempt employees whose most recent hire date is on or before December 31, 2015 shall accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 2 yrs.)	23.0 days/yr.	7.077 hrs./pay period
25 - 48 mos.(2 to 4 yrs.)	26.0 days/yr.	8.000 hrs./pay period
49 - 108 mos.(4 to 9 yrs.)	29.0 days/yr.	8.923 hrs./pay period
109 - 168 mos.(9 to14 yrs.)	32.0 days/yr.	9.846 hrs./pay period
169 - 228 mos. (14 to 19 yrs.)	35.0 days/yr.	10.769 hrs./pay period
229 - 288 mos. (19 to 24 yrs.)	38.0 days/yr.	11.692 hrs./pay period
289 mos. +(24 + yrs.)	41.0 days/yr.	12.615 hrs./pay period

(2) Eligible Professional (exempt) employees whose most recent hire date is on or before December 31, 2015 shall accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
0 - 24 mos. (0 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos.(2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos.(4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos.(9 to14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos.(14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
229 - 288 mos.(19 to 24 yrs.)	41.0 days/yr.	12.615 hrs./pay period
289 mos. +(24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

(3) Eligible non-exempt employees with the most recent hire date on or after January 1, 2016 shall accumulate earned leave, based on full time status, at the following rates:

Months of Service	Earned Leave	Bi-Weekly Earned Leave Accumulation
<u>0 - 12 mos.(0 to 1 yr.)</u>	<u>20.0 days/yr.</u>	<u>6.154 hrs./pay period</u>
<u>13 - 24 mos.(1 yr to 2 yrs)</u>	<u>23.0 days/yr.</u>	<u>7.077 hrs./pay period</u>
<u>25 - 48 mos.(2 yrs to 4 yrs)</u>	<u>26.0 days/yr.</u>	<u>8.000 hrs./pay period</u>

49 - 108 mos.(4 yrs to 9 yrs)	29.0 days/yr.	8.923 hrs./pay period
109 - 168 mos.(9 yrs to 14 yrs)	32.0 days/yr.	9.846 hrs./pay period
169 - 228 mos.(14 yrs to 19 yrs)	35.0 days/yr.	10.769 hrs./pay period
229 - 288 mos.(19 yrs to 24 yrs)	38.0 days/yr.	11.692 hrs./pay period
289 mos. +(24 + yrs)	41.0 days/yr.	12.615 hrs./pay period

(4) Eligible Professional (exempt) employees whose most recent hire date is on or after January 1, 2016 shall accumulate earned leave, based on full time status, at the following rates:

<u>Months of Service</u>	<u>Earned Leave</u>	<u>Bi-Weekly Earned Leave Accumulation</u>
0 - 12 mos.(0 to 1 yrs.)	23.0 days/yr.	7.077 hrs./pay period
13 - 24 mos.(1 to 2 yrs.)	26.0 days/yr.	8.000 hrs./pay period
25 - 48 mos.(2 to 4 yrs.)	29.0 days/yr.	8.923 hrs./pay period
49 - 108 mos.(4 to 9 yrs.)	32.0 days/yr.	9.846 hrs./pay period
109 - 168 mos.(9 to 14 yrs.)	35.0 days/yr.	10.769 hrs./pay period
169 - 228 mos.(14 to 19 yrs.)	38.0 days/yr.	11.692 hrs./pay period
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289 mos +(24 + yrs.)	44.0 days/yr.	13.538 hrs./pay period

2. The following language shall be modified in Article XII, Insurance and Related:

Section 1 - Types of Insurance

The **COUNTY** agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs of not less than those currently provided and described below, except as described in paragraph 2 (A) below. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such increases shall be covered by the **COUNTY** whenever such changes become effective.

- (A) (1) Employee and dependent health insurance, with major medical services, also known herein as the "Co-Pay" plan, or, at the option of the current employee, Health Savings Account plan known herein as the "HSA" for employees whose most recent hire date is on or before December 31, 2015.
- (2) Employee and dependent health insurance, with major medical services, also known herein as the Prime Plus ("Prime+") plan, or, at the option of the current employee, Health Savings Account plan known herein as the "HSA" for employees whose most recent hire date is on or after January 1, 2016.

Section 2 – Health Insurance Plan

(A) Effective January 1, 2016~~2~~, the following changes will be made to the health insurance plan:

- (1) Employees whose most recent hire date is on or before December 31, 2015 will have the choice between a point of service plan (the "Co-Pay Plan"), ~~or~~ and a high deductible major medical plan with a health savings account (the "HSA Plan").

- ~~(1)~~(2) Employees whose most recent hire date is on or after January 1, 2016 will have the choice between the Prime Plus ("Prime+"), or a high deductible major medical plan with a health savings account (the "HSA Plan").
- (3) Effective January 1, 2016~~3~~, for all employees who elect the HSA Plan, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account.
- ~~(2)~~(4) For all employees whose most recent hire date is on or after January 1, 2016 who complete the annual "Live Well" Health Risk Assessment and the biometric screening offered by the COUNTY, the COUNTY will provide a "Live Well" credit of \$20 monthly to the employees' health contribution cost.
- ~~(3)~~(5) For all employees who elect the "HSA" plan and whose most recent hire date is on or after January 1, 2016, the employee's monthly contribution will be twenty (\$20.00) dollars per month.
- ~~(4)~~(6) For all employees whose most recent hire date is on or after January 1, 2016 who elect the Prime+ Plan, the employee's monthly contribution will be as follows: Employee Only = thirty dollars (\$30.00); Employee + Children = sixty dollars (\$60.00); Employee + Spouse (or Domestic Partner) = ninety dollars (\$90.00); Family = one-hundred and twenty dollars (\$120.00).
- (7) For employees who are recalled to a regular position and are eligible for benefits, the employee's most recent hire date prior to layoff will be used to determine which benefit plans they are eligible to enroll in.
- ~~(5)~~ Effective January 1, 2014, for all employees who elect the HSA Plan, the COUNTY will deposit an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account.
- ~~(6)~~(8) For all employees who elect the HSA Plan, the COUNTY will pay an amount equivalent to the annual deductible, based on their enrollment as individual (\$1500) or family (\$3000), into the employee's health savings account. Effective January 1, 2015, the COUNTY will begin paying the amount of annual deduction in monthly installments.

3. In exchange for the changes listed above the COUNTY will offer the FY 2015/2016 Voluntary Separation Incentive Program ("VSIP") to current UNION members under the following conditions:

- a) Employees in regular positions (non-probationary) may apply for the VSIP program.
- b) Employees must apply for the VSIP program between October 15, 2015 and December 15, 2015.
- c) Employees must separate on or after January 1, 2016 and on or before June 30, 2016.
- d) Employees who are approved for the program will receive two-hundred and fifty (250) hours of compensation at their hourly rate at the time of separation and five-hundred dollars (\$500.00) per year of completed service. Years of service will not be prorated.

- e) Employees who have already submitted a resignation or retirement paperwork prior to the effective date of this MOU will not be eligible. Employees in positions considered to be critical as determined by the Department Head and/or County Administrator will not be eligible. Employees must be in a position where a VSIP would result in identified cost savings to the **COUNTY** and/or Department.
 - f) The Department Head will have the ultimate authority on recommending VSIPs and the County Administrator will have the final authority to approve VSIPs. The denial of a VSIP is not grievable under the parties' CBA.
4. The **COUNTY** agrees that if any other strike permitted bargaining unit or association agrees to the FY 2015/2016 VSIP under the program terms described above and receives greater benefits to the health insurance or time management accruals described in this MOU, the **UNION** will be offered the same benefits in exchange for the VSIP program.
 5. All other terms under the current Collective Bargaining Agreement and Memorandums of Understanding shall remain in effect unless otherwise mutually modified and agreed to by both the **UNION** and the **COUNTY**.
 6. This agreement shall be effective following ratification by the **UNION** and approval by the Lane County Board of Commissioners.

For the **UNION**:

For the **COUNTY**:

Ed Daniels, Admin-Pro President

Inga Aanrud, Labor Relations Manager

Date: _____

Date: _____

Lane County

Provider Network: PSN Network

Annual Deductible	Per Person, Per Calendar Year	Per Family, Per Calendar Year
All Providers	\$250	\$750
Out-of-Pocket Limit	Per Person, Per Calendar Year	Per Family, Per Calendar Year
All Providers	\$2,000	\$6,000

The member is responsible for the above deductible and the following amounts:

Service	Participating Providers:	Non-participating Providers:
Preventive Care		
Well baby/Well child care	No charge*	Deductible then 50% co-insurance
Routine physicals	No charge*	Deductible then 50% co-insurance
Well woman visits	No charge*	Deductible then 50% co-insurance
Routine mammograms	No charge*	Deductible then 50% co-insurance
Immunizations	No charge*	Deductible then 50% co-insurance
Routine colonoscopy, age 50-75	No charge*	Deductible then 50% co-insurance
Prostate cancer screening	No charge*	Deductible then 50% co-insurance
Professional Services		
Office and home visits	\$25 co-pay/visit*	Deductible then 50% co-insurance
Naturopath office visits	\$25 co-pay/visit*	Deductible then 50% co-insurance
Specialist office and home visits	\$25 co-pay/visit*	Deductible then 50% co-insurance
Office procedures and supplies	No charge*	Deductible then 50% co-insurance
Surgery	\$25 co-pay/visit*	Deductible then 50% co-insurance
Outpatient rehabilitation services	\$25 co-pay/visit*	Deductible then 50% co-insurance
Hospital Services		
Inpatient room and board	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Inpatient rehabilitation services	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Skilled nursing facility care	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Outpatient Services		
Outpatient surgery/services	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Advanced diagnostic imaging	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Diagnostic and therapeutic radiology and lab	No charge up to the first \$500* then Deductible then 20% co-insurance	Deductible then 50% co-insurance

Service	Participating Providers:	Non-participating Providers:
Urgent and Emergency Services		
Urgent care center visits	\$25 co-pay/visit*	Deductible then 50% co-insurance
Emergency room visits	\$250 co-pay/visit**	Deductible then 50% co-insurance [^]
Ambulance, ground	Deductible then 20% co-insurance	Deductible then 20% co-insurance
Ambulance, air	Deductible then 50% co-insurance	Deductible then 50% co-insurance
Maternity Services **		
Physician/Provider services (global charge)	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Hospital/Facility services	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Mental Health/Chemical Dependency Services		
Office visits	\$25 co-pay/visit*	Deductible then 50% co-insurance
Inpatient care	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Residential programs	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Other Covered Services		
Allergy injections	\$5 co-pay/visit*	Deductible then 50% co-insurance
Durable medical equipment	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Home health care	Deductible then 20% co-insurance	Deductible then 50% co-insurance
Chiropractic manipulations and acupuncture care	\$25 co-pay/visit*	Not covered
Infertility	Deductible then 50% co-insurance	Not covered
Temporomandibular Joint	Deductible then 50% co-insurance	Not covered
Transplants	Deductible then No charge	Deductible then 50% co-insurance

This is a brief summary of benefits. Refer to your handbook for additional information or a further explanation of benefits, limitations, and exclusions.

- [^] Co-pay applies to ER physician and facility charges only. Co-pay waived if admitted into hospital. For emergency medical conditions, non-participating providers are paid at the participating provider level.
- * Not subject to annual deductible.
- ** Medically necessary services, medication, and supplies to manage diabetes during pregnancy from conception through six weeks postpartum will not be subject to a deductible, co-payment, or co-insurance.

Additional Information

What is the annual deductible?

Your plan's deductible is the amount of money that you pay first, before your plan starts to pay. You'll see that many services, especially preventive care, are covered by the plan without you needing to meet the deductible. The individual deductible applies if you enroll without dependents. If you and one or more dependents enroll, the individual deductible applies for each member only until the family deductible has been met. Deductible expense is applied to the out-of-pocket limit.

Participating provider expense and non-participating provider expense apply together toward your deductible.

What is the out-of-pocket limit?

The out-of-pocket limit is the most you'll pay for covered medical expenses during the plan year. Once the out-of-pocket limit has been met, the plan will pay 100 percent of covered charges for the rest of that year. The individual out-of-pocket limit applies only if you enroll without dependents. If you and one or more dependents enroll, the individual out-of-pocket limit applies for each member only until the family out-of-pocket limit has been met. Be sure to check your Member Handbook, as there are some charges, such as non-essential health benefits, penalties and balance billed amounts that do not count toward the out-of-pocket limit.

Participating provider expense and non-participating provider expense apply together toward your out-of-pocket limits.

Annual change in deductible and/or out-of-pocket limit amounts

This plan's deductible and/or out-of-pocket limit amounts may be automatically adjusted upward every January 1 based on the rules set forth by Health and Human Services (HHS).

Payments to providers

Payment to providers is based on the prevailing or contracted PacificSource fee allowance for covered services. Although participating providers accept the fee allowance as payment in full, non-participating providers may not. Services of non-participating providers could result in out-of-pocket expense in addition to the percentage indicated.