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2 **ARTICLE 43**

HEALTH CARE BENEFITS AMOUNTS

3 **43.1 A.** For the ~~2021-2023~~2023-2025 biennium, the Employer Medical
4 Contribution (EMC) will be contribute an amount equal to eighty-five
5 percent (85%) of the monthly premium for the self-insured Uniform
6 medical Plan (UMP) Classic total-weighted average of the projected
7 medical premium for each bargaining unit employee eligible for insurance
8 each month, as determined by the Public Employees Benefits Board
9 (PEBB). In no instance will the employee contribution be less than two
10 percent of the EMC per month ~~The projected medical premium is the~~
11 ~~weighted average across all plans, across all tiers.~~

12 **B.** The point-of-service costs of the Classic Uniform Medical Plan (deductible,
13 out-of-pocket maximums and co-insurance/co-payment) may not be
14 changed for the purpose of shifting health care costs to plan participants,
15 but may be changed from the 2014 plan under two (2) circumstances:

- 16 1. In ways to support value-based benefits designs; and
17 2. To comply with or manage the impacts of federal mandates.

18 Value-based benefits designs will:

- 19 1. Be designed to achieve higher quality, lower aggregate health care
20 services cost (as opposed to plan costs);
21 2. Use clinical evidence; and
22 3. Be the decision of the PEB Board.

23 **C.** Article 43.1 B will expire June 30, ~~2023~~2025.

1 **43.2** A. The Employer will pay the entire premium costs for each bargaining unit
2 employee for dental, basic life and any offered basic long-term disability
3 insurance coverage. If changes to the long-term disability benefit structure
4 occur during the life of this Agreement, the Employer recognizes its
5 obligation to bargain with the Coalition over impacts of those changes
6 within the scope of bargaining.

7 B. If the PEB Board authorizes stand-alone vision insurance coverage, then the
8 Employer will pay the entire premium costs for each bargaining unit
9 employee.

10 **43.3** **Wellness**

11 A. To support the statewide goal for a healthy and productive workforce,
12 employees are encouraged to participate in a Well-Being Assessment
13 survey. Employees will be granted work time and may use a state computer
14 to complete the survey.

15 B. The Coalition of Unions agrees to partner with the Employer to educate
16 their members on the wellness program and encourage participation.
17 Eligible, enrolled subscribers shall have the option to earn an annual one
18 hundred twenty-five dollars (\$125.00) or more wellness incentive in the
19 form of reduction in deductible or deposit into the Health Savings Account
20 upon successful completion of required Smart Health Program activities.
21 During the term of this Agreement, the Steering Committee created by
22 Executive Order 13-06 shall make recommendations to the PEBB regarding
23 changes to the wellness incentive or the elements of the Smart Health
24 Program.

25 **43.4** The PEBB Program shall provide information on the Employer Sponsored
26 Insurance Premium Payment Program on its website and in an open enrollment
27 publication annually.

1 **43.5 Medical Flexible Spending Arrangement**

2 A. During January 2022 and again in January 2023, the Employer will make
3 available two hundred fifty dollars (\$250.00) in a medical flexible spending
4 arrangement (FSA) account for each bargaining unit member represented
5 by a Union in the Coalition described in RCW 41.80.020(3), who meets the
6 criteria in Subsection 43.5 B below.

7 B. In accordance with IRS regulations and guidance, the Employer FSA funds
8 will be made available for a Coalition bargaining unit employee who:

9 1. Is occupying a position that has an annual full-time equivalent base
10 salary of ~~sixty-thousand dollars (\$60,000)~~ ~~fifty thousand four dollars~~
11 ~~(\$50,004.00)~~ or less on November 1 of the year prior to the year the
12 Employer FSA funds are being made available; and

13 2. Meets PEBB program eligibility requirements to receive the
14 Employer contribution for PEBB medical benefits on January 1 of
15 the plan year in which the Employer FSA funds are made available,
16 is not enrolled in a high-deductible health plan, and does not waive
17 enrollment in a PEBB medical plan except to be covered as a
18 dependent on another PEBB non-high deductible health plan.

19 3. Hourly employees' annual base salary shall be the base hourly rate
20 multiplied by two thousand eighty-eight (2,088).

21 4. Base salary excludes overtime, shift differential and all other
22 premiums or payments.

23 C. A medical FSA will be established for all employees eligible under this
24 Section who do not otherwise have one. An employee who is eligible for
25 Employer FSA funds may decline this benefit but cannot receive cash in
26 lieu of this benefit.

1 D. The provisions of the State's salary reduction plan will apply. In the event
2 that a federal tax that takes into account contributions to an FSA is imposed
3 on PEBB health plans, this provision will automatically terminate. The
4 parties agree to meet and negotiate over the termination of this benefit.

5 ~~E. Eligible employees will be provided information regarding the benefit and~~
6 ~~use of the FSA funds at new employee orientation, during open enrollment~~
7 ~~periods, and at the beginning of each plan year. The PEBB Health Care~~
8 ~~Benefits Labor Coalition and Health Care Authority committee will confer~~
9 ~~on methods of ensuring eligible employees understand and are able to~~
10 ~~access information regarding the FSA benefit, including exploring ways for~~
11 ~~employees to access information in preferred languages.~~

12 **TENTATIVE AGREEMENT REACHED**

For the Employer:

For the Union:



Scott Lyders, OFM
Labor Negotiator

09/21/2022
Date



Chris Fox
WFSE/AFSME Council 28
Chief Negotiator

9/21/22
Date

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