

**JEFFERSON COUNTY BOARD OF COMMISSIONERS**  
**Consent Agenda Item**  
**FOR THE WEEK OF: June 7, 2010**

**I. Description -- A brief description of the agenda item.**

These 2 Teamsters Union Health Insurance Subscription Agreements amend the agreements that were originally approved with each of the following Bargaining Units and the County:

The Sheriff's Office Commissioned Command Staff  
The Sheriff's Office Deputies

The amendment corrects the breakdown of the coverage to exclude the Long Term Disability Income Plan was no longer available when the original agreement were signed, but marked in error. The \$6.25 premium identified was never billed by the Teamsters Welfare Trust or paid by the County, and the correct premium was actually paid.

**II. Issues B -- A short outline of the major issues or areas that should be given particular attention.**

These subscription agreements are the result of negotiations with the Teamsters Union and were ratified by the employees of each bargaining unit.

**III. Action -- What is the nature of the action the Board is being asked to take (discussion, approval of a contract, support for a grant, etc.).**

Approve the amended Subscription Agreements.

**IV. You may also want to express the department's position or recommendation. Suggested wording for the motion (a motion to approve/adopt/accept and a motion to deny/remand) would help especially if there are specific items or wording that needs to be covered in the motion.**

Recommend approval.

Reviewed By:

  
County Administrator

6/3/10  
Date

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

## COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Jefferson Co. Sheriff's office Commissioned Command Staff  
**Employer Name**  
 PO Box 2070  
**Address**  
 Port Townsend WA 98368  
**City, State, Zip Code**

Teamsters Local 589  
**Labor Organization (Union) Name**  
 PO Box 4043  
**Address**  
 Port Angeles WA 98362  
**City, State, Zip Code**

Approved as to form only:

*Dan Adams* 6/7/10  
 Jefferson Co. Prosecutor's Office

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2009 to 12/31/2014

New Account     Renewal – Account No. \_\_\_\_\_    Approximate Number of Covered Employees 3

## INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is:  Public Entity     Corporation – State of \_\_\_\_\_     Partnership     Sole Proprietorship  
 If employer is a Partnership or Sole Proprietorship please provide name(s) of the owner or partners below:

## BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT <i>For renewals, list all coverages not just changes.</i>					Monthly Rate
<b>MEDICAL</b>	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> WT100	\$ 777.90
<b>Life/AD&amp;D</b>	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		
<b>Employee</b>	\$30,000 Life/AD&D	\$15,000 Life/AD&D	\$5,000 Life/AD&D		\$ 4.40
<b>Dependent</b>	\$ 3,000 Life	\$ 1,500 Life	\$ 500 Life		
<b>Time Loss</b>	<input checked="" type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> Plan D	
<b>Amount</b>	\$400/week	\$300/week	\$200/week	\$100/week	\$ 18.00
<b>LTD</b>	<input type="checkbox"/> Long Term Disability Income Plan				\$
<b>Walters</b>	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions – Medical only				\$ 11.40
<b>MEDICAL TOTAL</b>					\$ 817.95
<b>DENTAL</b>	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		\$ 82.72
<b>VISION</b>	<input checked="" type="checkbox"/> Plan EXT				\$ 11.35

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change. A Subscription Agreement must be submitted in advance of the effective date below.

## EFFECTIVE DATE OF COVERAGE

The contribution rates above are due effective (month/year) January, 2009 based on employment in the prior month.  
 Note: Coverage is provided using a lag month, therefore coverage is effective in the month following the month contributions are due. For example, contributions due effective April based on March employment will provide coverage in May.

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer \_\_\_\_\_  
 Title/Assn. \_\_\_\_\_ Date \_\_\_\_\_

For Union \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

## **ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees that do not have the required number of hours and contributions in a month and that do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

## **REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest and attorney fees and costs incurred in collecting the delinquent amounts.

## **TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefit plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

## **MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

## **ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

## **APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamster Welfare Trust

# WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

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Jefferson County Deputies  
**Employer Name**  
 PO Box 2070  
**Address**  
 Port Townsend WA 98368  
**City, State, Zip Code**

Teamsters Local 589  
**Labor Organization (Union) Name**  
 PO Box 4043  
**Address**  
 Port Angeles WA 98362 *Approved as to form only.*  
**City, State, Zip Code**

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2009 to 12/31/2014

New Account     Renewal – Account No. 106001    Approximate Number of Covered Employees 11

*Dan Ahm 6/1/10*  
 Jefferson Co. Prosecutor's Office

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<b>Amount</b>	\$400/week	\$300/week	\$200/week	\$100/week	
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<b>Waivers</b>	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions – Medical only				\$ 11.40
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For Employer \_\_\_\_\_ For Union \_\_\_\_\_  
 Title/Assn. \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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<b>APPROVAL OF TRUSTEES</b>
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This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamster Welfare Trust