

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Erin Lundgren, Clerk of the Board

**DATE:** November 18, 2013

**SUBJECT:** AGREEMENT and SUBSCRIPTION AGREEMENT re: Collective Bargaining Agreement and Trust Participation for the Jefferson County Central Services Staff; Teamsters Local #589 and Washington Teamsters Welfare Trust

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**STATEMENT OF ISSUE:**

The Collective Bargaining Agreement with Teamsters Local #589 covering the Jefferson County Central Services staff expired December 31, 2011. Since that time, periodic negotiations have been conducted with the Teamsters Union representative and shop stewards and a proposed agreement has been ratified by the represented employees. In addition to the Collective Bargaining Agreement, a subscription agreement is included for employees to participate in the Washington Teamsters Welfare Trust in order to receive health care benefits.

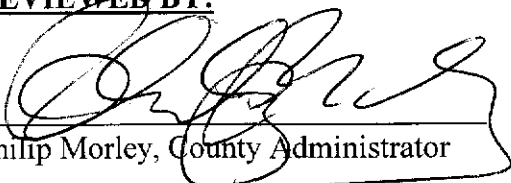
**FISCAL IMPACT:**

Proposed wage adjustments are as follows: 0% for 2012; .5% for 2013; and 1% for 2014. A new wage table is included in the agreement which also increases the number of steps from 10 to 11 which is more in line with the Collective Bargaining Agreements of other units.

**RECOMMENDATION:**

Approve and sign the Collective Bargaining agreement and the subscription agreement.

**REVIEWED BY:**

  
Philip Morley, County Administrator

11/13/13  
Date

# MEMORANDUM OF AGREEMENT

by and between

Jefferson County WA (Employer) and Teamsters Local 589 (Union)  
In Settlement of Negotiations for a Successor Agreement to the 2008-2011 Agreement  
covering  
CENTRAL SERVICES DEPARTMENT

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- A. The parties have met, conferred and bargained regarding a successor labor agreement to that agreement which expired on December 31, 2011 covering the Bargaining Unit described as "Central Services Department."
- B. The parties desiring to memorialize their agreement enter into this Memorandum of Agreement resolving all issues arising from the expiration of the predecessor labor agreement.

Now Therefore it is AGREED:

1. The expired agreement shall be continued in all its terms except as modified herein below.
2. Section 19.1 shall be revised as follows: "This Agreement shall be effective from the date of adoption by the County Commissioners and shall be effective through December 31, 2014."
3. Appendix A – Wage Table shall be replaced with Appendix A to this Agreement.

The foregoing being the agreement of the parties it shall become effective upon adoption by the County Commissioners and shall remain effective through its term and as provided by law.

**For Jefferson County:  
JEFFERSON COUNTY BOARD  
OF COMMISSIONERS**

**TEAMSTERS LOCAL #589**

\_\_\_\_\_  
John Austin, Chairman

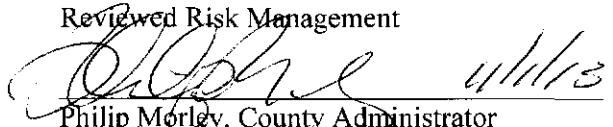
  
Mark Fuller, Secretary-Treasurer

Date: 11/7/13

\_\_\_\_\_  
David Sullivan, Member

\_\_\_\_\_  
Phil Johnson, Member

Reviewed Risk Management

  
Philip Morley, County Administrator

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2013

Attest: \_\_\_\_\_  
Erin Lundgren, Clerk of the Board

  
David Alvarez, Chief Civil Deputy Prosecutor

**CENTRAL SERVICES WAGE TABLE 2012**

2012	same as 2011									
	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	1	2	3	4	5	6	7	8	9	10
0.00%	Difference between steps varies between 2.44% to 2.52%									
CS Admin Assistant I	15.31	15.70	16.09	16.49	16.90	17.32	17.76	18.20	18.66	19.12
CS Admn Assistant	17.49	17.91	18.35	18.79	19.26	19.72	20.22	20.72	21.24	21.77
Facility Maintenance	19.30	19.77	20.26	20.75	21.25	21.76	22.31	22.85	23.44	24.02
Facility Maintenance Foreman	22.71	23.25	23.84	24.40	25.00	25.63	26.25	26.92	27.59	28.29
Information Services I	18.79	19.26	19.72	20.21	20.69	21.21	21.74	22.28	22.83	23.41
Information Services II	20.21	20.69	21.21	21.72	22.25	22.79	23.37	23.94	24.55	25.16
Information Services III	21.72	22.25	22.79	23.36	23.92	24.52	25.12	25.75	26.40	27.05
Information Services IV	24.52	25.10	25.73	26.37	26.99	27.66	28.36	29.07	29.80	30.54
Information Services V	29.05	29.77	30.49	31.24	32.01	32.79	33.62	34.46	35.32	36.20

**CENTRAL SERVICES WAGE TABLE 2013**

2013	add step 11 (2.5%), 0.5% wage adjustment										
	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	1	2	3	4	5	6	7	8	9	10	11
0.50%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
CS Admin Assistant I	15.39	15.77	16.17	16.57	16.98	17.41	17.84	18.29	18.75	19.22	19.70
CS Admn Assistant	17.58	18.02	18.47	18.93	19.40	19.89	20.38	20.89	21.42	21.95	22.50
Facility Maintenance	19.40	19.88	20.38	20.89	21.41	21.95	22.49	23.06	23.63	24.22	24.83
Facility Maintenance Foreman	22.82	23.39	23.98	24.58	25.19	25.82	26.47	27.13	27.81	28.50	29.22
Information Services I	18.88	19.36	19.84	20.34	20.84	21.37	21.90	22.45	23.01	23.58	24.17
Information Services II	20.31	20.82	21.34	21.87	22.42	22.98	23.55	24.14	24.75	25.37	26.00
Information Services III	21.83	22.37	22.93	23.51	24.09	24.70	25.31	25.95	26.60	27.26	27.94
Information Services IV	24.64	25.26	25.89	26.54	27.20	27.88	28.58	29.29	30.02	30.78	31.54
Information Services V	29.20	29.93	30.67	31.44	32.23	33.03	33.86	34.70	35.57	36.46	37.37

**CENTRAL SERVICES WAGE TABLE 2014**

2014	1% wage adjustment										
	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	1	2	3	4	5	6	7	8	9	10	11
1.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
CS Admin Assistant I	15.54	15.93	16.33	16.74	17.15	17.58	18.02	18.47	18.93	19.41	19.89
CS Admn Assistant	17.75	18.20	18.65	19.12	19.60	20.09	20.59	21.10	21.63	22.17	22.73
Facility Maintenance	19.59	20.08	20.58	21.10	21.62	22.16	22.72	23.29	23.87	24.47	25.08
Facility Maintenance Foreman	23.05	23.63	24.22	24.82	25.44	26.08	26.73	27.40	28.09	28.79	29.51
Information Services I	19.07	19.55	20.04	20.54	21.05	21.58	22.12	22.67	23.24	23.82	24.41
Information Services II	20.51	21.03	21.55	22.09	22.64	23.21	23.79	24.39	24.99	25.62	26.26
Information Services III	22.05	22.60	23.16	23.74	24.34	24.94	25.57	26.21	26.86	27.53	28.22
Information Services IV	24.89	25.51	26.15	26.80	27.47	28.16	28.86	29.59	30.32	31.08	31.86
Information Services V	29.49	30.22	30.98	31.75	32.55	33.36	34.20	35.05	35.93	36.83	37.75

NOTE: During the life of this agreement the position of Admin Assistant shall be reviewed by the Union and the County regarding new duties and proper compensation therefore (Renee Talley). The County shall respond to the Union's submission within sixty (60) days of its receipt.

# 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 County Central Services Dept  
**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**

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2012 to 12/31/2014

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

## 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	\$ 1038.65
<b>Life/AD&amp;D</b> Employee Dependent	<input type="checkbox"/> Plan A \$30,000 Life/AD&D \$ 3,000 Life	<input checked="" type="checkbox"/> Plan B \$15,000 Life/AD&D \$ 1,500 Life	<input type="checkbox"/> Plan C \$5,000 Life/AD&D \$ 500 Life		\$ 4.40
<b>Time Loss</b> Amount	<input checked="" type="checkbox"/> Plan A \$400/week	<input type="checkbox"/> Plan B \$300/week	<input type="checkbox"/> Plan C \$200/week	<input type="checkbox"/> Plan D \$100/week	\$ 16.00
<b>LTD</b>	<input type="checkbox"/> Long Term Disability Income Plan				\$
<b>Waivers</b>	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions – Medical only				\$ 11.40
<b>MEDICAL TOTAL</b>					\$ 1070.45
<b>DENTAL</b>	<input type="checkbox"/> Plan A	<input checked="" type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		\$ 87.50
<b>VISION</b>	<input checked="" type="checkbox"/> Plan EXT				\$ 14.90

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, 2012 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 [Signature]  
 Title Secretary Treasurer Date 11/17/13

## **ELIGIBILITY TO PARTICPATE 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