

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LEWIS COUNTY WASHINGTON**

APPROVING AN AMENDMENT TO THE )  
COLLECTIVE BARGAINING AGREEMENT )  
BETWEEN LEWIS COUNTY AND TEAMSTERS ) RESOLUTION # 06- 133  
LOCAL #252 REPRESENTING JUVENILE )  
PROBATION/CLERICAL UNIT )

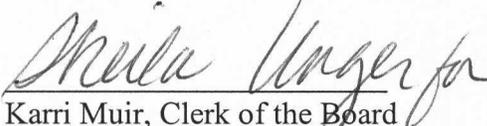
WHEREAS, the Lewis County Board of Commissioners has reviewed the amendment to change the medical and dental insurance coverage for employees of Lewis County representing the Probation/Clerical Unit of Teamsters #252, effective June 1, 2006; and

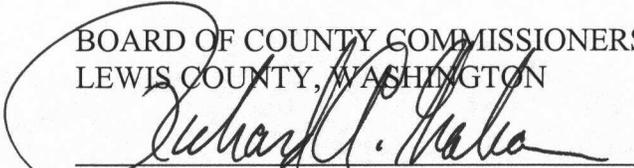
WHEREAS, it appears to be in the best interest to authorize the execution of the said amendment for Lewis County,

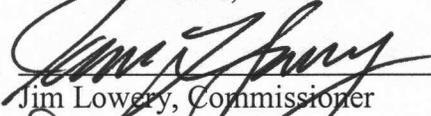
BE IT RESOLVED that the aforesaid amendment is hereby approved and the Chairman of the Board of County Commissioners is authorized to sign the same.

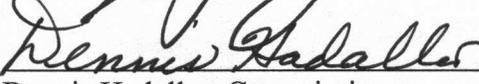
DONE IN THIS OPEN SESSION this 10<sup>th</sup> day of April, 2006.

ATTEST:

  
Karri Muir, Clerk of the Board

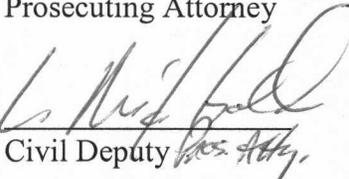
BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON  
  
Richard Graham, Chairman

  
Jim Lowery, Commissioner

  
Dennis Hadaller, Commissioner

APPROVED TO FORM

JEREMY RANDOLPH,  
Prosecuting Attorney

  
Civil Deputy *Prosec. Atty.*

## HEALTH & WELFARE AMENDMENT

This Amendment is intended to facilitate the change of medical and dental coverage effective June 1, 2006 for the eligible employees covered by the terms and conditions of the 2006 - 2008 Lewis County Juvenile Court- Probation/Clerical Collective Bargaining Agreement.

The bargaining unit currently participates in Plan C Medical and Plan B Dental provided through the Washington Teamster Welfare Trust Effective June 1, 2006 eligible employees will enroll in medical plan A7 (tiered rate) provided through the United Employee Benefit Trust (UEBT) and Plan A Dental through Washington Teamsters Welfare Trust (WTWT). All other section of Article 10.2 shall remain unaffected by the terms and conditions of this Amendment.

The monthly premium calculation sheet in effect at the time of adoption of this Amendment comparing WCIP Employer provided funding as opposed to funding required for the below listed plan coverage is attached to this Amendment as Exhibit 1.

### "10.2 Insurance

10.2.1 Effective June 1, 2006, the Employer shall pay to the United Employee Benefit Fund, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month for the following coverage:

UEBT Insurance Coverage
Medical- Plan A7 (Tiered Rate)

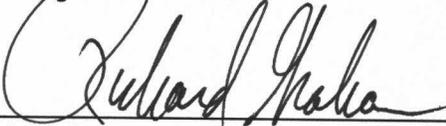
a) Effective June 1, 2006, based on May hours of employment, the Employer shall pay to the Washington Teamsters Welfare Trust, care of Northwest Administrators, on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month, the following monthly amounts:

WTWT Insurance Coverage
Dental - Plan A
Vision - Extended

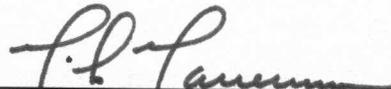
10.2.2 Enrollment in the aforementioned insurance programs shall be determined by the individual carrier's window periods provided for that purpose. . If necessary, the Employer will withhold from each employee's wages an amount sufficient to pay the employee's portion of his or her own and any dependent insurance premiums. The Employer shall be responsible for paying its portion of the employee and dependent insurance premiums and the portion withheld from the employee's wages to the insurance carrier.

a) The Employer will contribute towards the insurance premiums for employees and their dependents 95% of the aggregate monthly insurance cost for employees (using the Budget PPO medical plan, Washington Dental plan, Vision Service plan, group life insurance plan and employee health and accident plan), and 75% of the monthly medical insurance costs of any dependents covered by the employee. Employees will be responsible for paying through payroll deduction any premiums in excess of the Employer's contribution for the coverage set forth in Section 10.2.1 and 10.2.1 a). In the event premiums are increased, the Employer's contribution toward those premiums will be reallocated by agreement of the parties so that dental, vision, life and accident/disability insurance are fully paid through the Employer's contribution. "

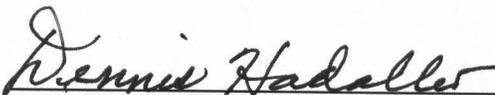
For Wage Related Matters:



Richard Graham, Chairman  
Board of County Commissioners



Mike Mauermann, Secretary/Treasurer



Dennis Hadaller, Commissioner

Jim Lowery  
Jim Lowery, Commissioner

Attest:

Shirley Huger for  
Karri Muir, Clerk of the Board



**EXHIBIT 1**

The monies listed in the WCIP column are the 2006 monies are Employer authorized amounts for contractually provided coverage. The UEBT rates are the 2006 plan costs.

	<b>2006 WCIP Employer Monthly Contributions</b>		<b>2006 UEBT Actual Premium Costs</b>
	<b>EE Only</b>		<b>EE Only</b>
Medical	\$442.63	Medical - A7 (UEBT)	\$341.00
Dental	\$103.04	Dental - Plan A (WTWT)	\$125.00
Vision	\$15.07	Vision - (WTWT)	\$11.35
Life	\$1.80	Life	\$1.80
Accident	\$2.85	Accident	\$2.85
<b>Total</b>	<b>\$565.39</b>	<b>Total</b>	<b>\$482.00</b>
			\$83.39
	<b>EE/Spouse</b>		<b>EE/Spouse</b>
Medical	\$763.55	Medical - A7 (UEBT)	\$681.00
Dental	\$103.04	Dental - - Plan A (WTWT)	\$125.00
Vision	\$15.07	Vision - (WTWT)	\$11.35
Life	\$1.80	Life	\$1.80
Accident	\$2.85	Accident	\$2.85
<b>Total</b>	<b>\$886.31</b>	<b>Total</b>	<b>\$822.20</b>
			\$64.11
	<b>EE/Spouse/1 Child</b>		<b>EE/Spouse/1 Child</b>
Medical	\$907.23	Medical - A7 (UEBT)	\$939.00
Dental	\$103.04	Dental - (WTWT)	\$125.00
Vision	\$15.07	Vision - (WTWT)	\$11.35
Life	\$1.80	Life	\$1.80
Accident	\$2.85	Accident	\$2.85
<b>Total</b>	<b>\$1029.99</b>	<b>Total</b>	<b>\$1080.00</b>
			(\$50.01)
	<b>EE/Children</b>		<b>EE/Children</b>
Medical	\$694.05	Medical - A7 (UEBT)	\$604.00
Dental	\$103.04	Dental - (WTWT)	\$125.00
Vision	\$15.07	Vision - (WTWT)	\$11.35
Life	\$1.80	Life	\$1.80
Accident	\$2.85	Accident	\$2.85
<b>Total</b>	<b>\$816.81</b>	<b>Total</b>	<b>\$745.20</b>
			\$71.61
	<b>Family</b>		<b>Family</b>
Medical	\$1014.96	Medical - A7 (UEBT)	\$939.00
Dental	\$103.04	Dental - (WTWT)	\$125.00
Vision	\$15.07	Vision - (WTWT)	\$11.35
Life	\$1.80	Life	\$1.80
Accident	\$2.85	Accident	\$2.85
<b>Total</b>	<b>\$1137.72</b>	<b>Total</b>	<b>\$1080.00</b>
			\$57.72

# 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.

Lewis County Juvenile Court(Probation & Clerical)  
Employer Name

Teamsters Union Local No 252  
Labor Organization (Union) Name

PO Box 923  
Address

217 East Main Street  
Address

Chehalis, WA 98532  
City, State, Zip Code

Centralia, WA 98531  
City, State, Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 01/01/2006 to 12/31/08

New Account     Renewal – Account No. 126934    Approximate Number of Covered Employees 11

## INFORMATION CONCERNING TYPE OF EMPLOYER'S BUSINESS

Employer is:  Public Entity     Corporation – State of WA     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				For renewals, list all coverages not just changes.	Monthly Rate
<b>MEDICAL</b>	<input type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> WT100	\$
<b>Life/AD&amp;D</b>	<input type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		\$
Employee	\$30,000 Life/AD&D	\$15,000 Life/AD&D	\$5,000 Life/AD&D		
Dependent	\$ 3,000 Life	\$ 1,500 Life	\$ 500 Life		
<b>Time Loss</b>	<input type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C	<input type="checkbox"/> Plan D	\$
Amount	\$400/week	\$300/week	\$200/week	\$100/week	
<b>LTD</b>	<input type="checkbox"/> Long Term Disability Income Plan				\$
<b>Waivers</b>	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions – Medical only				\$
<b>MEDICAL TOTAL</b>					\$
<b>DENTAL</b>	<input checked="" type="checkbox"/> Plan A	<input type="checkbox"/> Plan B	<input type="checkbox"/> Plan C		\$ 125.20
<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) June, 2006 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 [Signature]  
Title/Assn. COMMISSIONER Date 4/10/06

For Union [Signature]  
Title Sec/Treas Date 03/28/06

## **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**

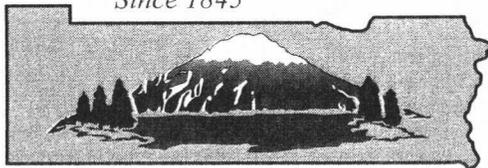
This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

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

# LEWIS COUNTY COMMISSIONERS

Since 1845



Lewis County, Washington

LEWIS COUNTY COURTHOUSE  
351 NW NORTH STREET  
CHEHALIS, WA 98532-1900  
(360) 740-1120 • FAX: (360) 740-1475  
TDD: (360) 740-1480

**JIM LOWERY**  
First District

**RICHARD GRAHAM**  
Second District

**DENNIS HADALLER**  
Third District

**Larry M. Keeton**  
Chief of Staff

**Sheila Unger**  
Board Administrator

April 10, 2006

Mike Mauermann  
Teamsters Local #252  
217 E Main Street  
Centralia, WA 98531

**RE: Agreement between Juvenile Probation/Clerical Unit and Lewis County**

Dear Mr. Mauermann:

Enclosed please find an original copy of the above-mentioned Agreement. This document was approved and signed by the Board of County Commissioners. Also, attached is the WTWT Subscription Agreement.

If you have any questions or if I can be of further assistance, please call me at (360) 740-1419.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY WASHINGTON

A handwritten signature in cursive script that reads "Sheila Unger for".

Karri Muir, Clerk of the Board

cc: Gordon Spanski  
Hollie Spanski  
*Julie F. ✓*

**BOCC AGENDA ITEM SUMMARY**

(revised 5-17-01)

AGENDA ITEM #: \_\_\_\_\_ RESOLUTION #: \_\_\_\_\_ 06- 133 BOCC MEETING DATE: \_\_\_\_\_ 04-10-06

SUGGESTED WORDING FOR AGENDA ITEM:  Notice  Consent  Discussion  Hearing

Approving and amendment to the CBA between Lewis County and Teamsters Local #252 representing Juvenile Probation/Clerical Unit

**BRIEF REASON FOR BOCC ACTION:**

Chang in medical and dental plans

SUBMITTED BY: \_\_\_\_\_ Gordon Spanski \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_ 4-6-06

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: \_\_\_\_\_ Gordon \_\_\_\_\_

**TYPE OF ACTION NEEDED:**

- Approve Resolution
- Approve Ordinance (Traffic or other)
- Execute Contract / Agreement
- Other (please describe): \_\_\_\_\_
- Call for Bids / Proposals
- Bid Opening
- Notice for Public Hearing \*(see Publication Requirements)

\*PUBLICATION REQUIREMENTS:  Resolution e-mailed to Clerk  Not applicable

Hearing Date: \_\_\_\_\_ (Must be at least 10 days after first publication date)

Publish Date(s): \_\_\_\_\_ (2 weeks for routine budget, property disposal / auction or vacations)  
(3 weeks for property lease)

Publication(s):  EAST COUNTY JOURNAL  CHRONICLE  OTHER: \_\_\_\_\_

**ALL AGENDA ITEMS:**

Department Director / Head: OS

Chief Administrative Officer: \_\_\_\_\_

Prosecuting Attorney: WH

**EMPLOYEE ITEMS:** (relating to employment, salary, position, reclassification, union, etc.)

Human Resource Coordinator: \_\_\_\_\_

**APPROVALS MUST  
BE OBTAINED  
BEFORE  
SUBMITTING ITEM  
TO BOCC CLERK**

**BANKING OR REVENUE ITEMS:**

Treasurer: \_\_\_\_\_

**BUDGET AND PAYROLL ITEMS:**

Chief Accountant: \_\_\_\_\_

Fund: \_\_\_\_\_

Department: \_\_\_\_\_

Total Amount: \$ \_\_\_\_\_

**CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:**

Send cover letter: Teamsters Additional copies: \_\_\_\_\_

(city/state/zip) \_\_\_\_\_

File originals: BOCC mtg folder org. Gordon Spanski ✓ \_\_\_\_\_

File copy: hearing/bid folder Julie Fitzpatrick ✓ \_\_\_\_\_

File copy: working file org. Holli Spanski ✓ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_