

TRIPPLICATE  
ORIGINAL

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**PIERCE COUNTY**

**and**

**LOCAL UNION 17**

**Employees' Unit and Supervisors' Unit**

**RE: 2011 Health and Welfare Insurance (Medical/Dental/Vision/Life)**

This Memorandum of Understanding (MOU) is entered into by and between Pierce County (County) and Local Union 17 (Union), referred to herein collectively as the Parties.

Pursuant to Article 13 of the Parties' 2009-2011 Collective Bargaining Agreement (CBA), the Parties have re-opened negotiations and hereby agree to the following modifications of Article 13 (Group Insurance: Medical/Dental/Life) of the CBA, as follows:

1. Medical - Effective January 1, 2011, the County agrees to pay to the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. for each employee who received compensation for \*eighty (80) hours or more in the previous month, the following for the period of January 1, 2011, through December 31, 2011.

The total maximum monthly amount contributed by the County for Medical and Vision premiums shall be \$989.88 per employee. The remainder of the monthly premium(s) due will be paid through the employee's payroll deduction.

Medical "PLAN A" (including Domestic Partner Coverage)	\$1040.30
Vision – Plan EXT	<u>\$ 14.45</u>
(Includes \$0.20 for domestic partner coverage)	
Total Monthly Premium:	\$1054.75

\*Eligible part-time employees shall pay an additional pro-rata share of the premiums, as provided herein. \*Eligible full-time employees and part-time employees may not opt-out of the medical and vision insurance benefits.

Should the County contribute any amount greater than \$989.88 per employee per month for the 2011 Teamsters Trust medical and vision benefits for any other non-interest arbitration bargaining unit participating in the Washington Teamsters Welfare Trust, the County shall make the same amount of premium contribution for eligible Local 17 bargaining unit members.

Pierce County understands the Employees will be voting to determine the level and type of benefits available under the Washington Teamsters Welfare Trust c/o NORTHWEST ADMINISTRATORS, INC. and the plan design shown above may change. However, the County will not be required to pay an amount greater than \$989.88.

2. Dental – The County will pay a maximum monthly premium for dental benefits of either \$149.94 for the County’s Washington Dental Service plan or \$116.55 for the County’s Willamette Dental of Washington plan, for eligible full-time employees and their dependents for the period January 1, 2011 through December 31, 2011. Eligible part-time employee’s dental benefits are subject to a pro-rata share, as provided herein.
3. Life Insurance – The County will pay the full monthly premium for \$15,000 of group term life insurance for eligible full-time employees for the period January 1, 2011 through December 31, 2011. Eligible part-time employees’ life insurance benefits are subject to a pro-rata share, as provided herein.
4. The County agrees to provide and maintain the health and welfare benefits listed in this MOU for all active full-time employees provided an eligible full-time employee shall pay any medical and vision premium in excess of \$989.88. The County will also provide and maintain the medical and vision benefits listed in this MOU for all eligible regular part-time employees working under the jurisdiction of the Union who are compensated for \*eighty (80) hours or more in the previous month, provided, an eligible regular part-time employee shall pay for any medical and vision premium in excess of \$989.88, in addition to said employee’s pro-rata share (based on their ratio of standard hours to full-time hours) of medical and vision premium costs via monthly payroll deduction. Eligible part-time employees (according to the County’s part-time eligibility criteria) may elect to participate in the dental and life insurance plans subject to their payment, via automatic payroll deduction, of their pro-rata share of the premiums. However, those employees who choose to opt-out of dental and/or life insurance shall not receive any pay in lieu of the premium payments.

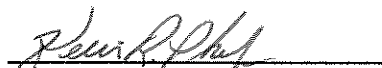
Any portion of premiums to be paid by employees pursuant to this agreement shall be paid by and are deemed to be authorized through automatic payroll deduction, except in the circumstance of insufficient paid status, in which case other arrangement shall be made with the County.

5. In the event of a work-related disability (Article 12.3 CBA), the County will continue to pay the cost to continue the benefits set forth in Section 1-3 above, for absence of up to twelve (12) months, provided that eligible regular full-time employees shall contribute any medical and vision premium in excess of \$989.88 and eligible regular part-time employees shall contribute any medical and vision premium in excess of \$989.88, in addition to their pro-rata share, and any pro-rata share of dental and life insurance premiums, to the County through automatic monthly payroll deduction or through other arrangements made with the County if in insufficient paid status.
6. Eligible employees shall be allowed to utilize the County’s retiree health and welfare program(s).
7. For employees on approved leave under the Family Medical Leave Act of 1993, as amended, the County shall provide benefit continuation in accordance with provisions of the Act.

*\*If the Trustees agree to allow the part-time employees to be excluded, all language regarding providing and maintaining benefits for regular part-time employees will be eliminated.*


8. The County will provide a Flexible Spending Account plan under Section 125 of the Internal Revenue Code, effective at the start of the first pay period beginning on or after January 1, 2011, and continuing through December 31, 2011. The County shall pay any administrative premium or cost of the plan through December 31, 2011. All plan contributions will be at the option of the employee, within the limitations of the plan, and at the employee's expense.
  
9. For the calendar year 2012, the Parties agree to reopen negotiations on the levels of contribution by the Parties, as well as options to return to County benefit plans, and plan design changes for County dental insurance and/or County life insurance coverage, provided an agreement cannot be reached as part of the 2011 negotiations. The Parties understand that the Trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any Union medical or vision plan for the purposes of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees of the Washington Teamsters Welfare Trust during the life of this Agreement, any premium increases exceeding the County-paid premiums agreed to herein shall be made by automatic monthly payroll deduction from the pay of each eligible employee. In the event of such mid-Agreement premium increases, the Parties agree to enter into negotiations regarding employer/employee payment allocation issues, if any. Pierce County agrees to facilitate payroll deduction, and to pay the full amount of the premiums as required to the Washington Teamsters Welfare Trust, as well as the providers of dental and life insurance coverage.

**For Pierce County:**

  
\_\_\_\_\_  
Pierce County Executive  
or Designee

12-10-10  
Date

**For Local 17:**

  
\_\_\_\_\_  
Roberta Burnett  
Business Representative

12/10/10  
Date