# Agenda Summary Report (ASR)
Franklin County Board of Commissioners

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th>12/11/2019</th>
<th>PREPARED BY:</th>
<th>Carlee Nave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting Date Requested:</td>
<td>12/17/2019</td>
<td>PRESENTED BY:</td>
<td>Carlee Nave</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>ITEM: (Select One)</th>
<th>Consent Agenda</th>
<th>☐ Brought Before the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time needed:</td>
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</tbody>
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**SUBJECT:** Joint Bi-County: UEBT Participation Agreement, Bailiffs 2020-2021

**FISCAL IMPACT:** None

**BACKGROUND:** Franklin County is a participating employer of the United Employees Benefit Trust (UEBT) through our Bi-County agencies. UEBT requires a Participation Agreement signed by employers for each separate unit for participation in the UEBT. The Agreement will be signed by Benton County and the Union. For the Bailiffs bargaining unit, as a result of the change in their benefits plans already approved for 2020, UEBT will provide coverage for medical, dental, and vision plans, as indicated in the Agreement. UEBT plans are only available for organizations that have at least one Teamsters- represented collective bargaining unit. This is a routine agreement that we have in place for all of our UEBT covered bi-County units. UEBT requests a new Agreement to be signed whenever the Collective Bargaining Agreement is renewed/benefits modified. In this case, the Collective Bargaining Agreement was ratified by Franklin County on November 19, 2019.

**RECOMMENDATION:** Parties below recommend approval of the resolution authorizing the Chair to sign the UEBT Participation Agreement.

**COORDINATION:** Benton County Human Resources administers the plans for our bi-County (jointly employed) employees in Superior Court, including the Bailiffs. UEBT prepared the Agreement and legal review was completed by S. Hallstrom, Benton County Deputy Prosecuting Attorney. The Chair of the Benton County Commissioners will sign the Agreement on 1/7/2020 and the Agreement will then be sent back to UEBT to obtain the Union’s signature.

**ATTACHMENTS:** (Documents you are submitting to the Board)
1. Resolution (2 originals)
2. Participation Agreement – Represented Group (2 originals)

**HANDLING / ROUTING:** (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)

Originals to HR for transport to Benton County.

I certify the above information is accurate and complete.

Signature: Carlee Nave, HR Director

Revised: October 2017
JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. ________________

FRANKLIN COUNTY RESOLUTION NO. ________________

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMEN OF THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES TO SIGN THE UNITED EMPLOYEES BENEFIT TRUST (UEBT) PARTICIPATION AGREEMENT

WHEREAS, United Employees Benefit Trust (UEBT) revised their Participation Agreement; and

WHEREAS, UEBT requires parties to a collective bargaining agreement providing for participation in UEBT sign the UEBT Participation Agreement; and

WHEREAS, Benton and Franklin Counties are participating employers of UEBT and provide UEBT insurance plans to full-time benefit eligible Bailiff employees; and

WHEREAS, Benton County and Franklin County and Teamsters Local 839 representing Bailiff employees signed an amendment to the current Collective Bargaining Agreement on December 3, 2019 wherein Benton and Franklin counties will now pay the cost of the premiums for UEBT medical, dental (with the orthodontia rider), and vision plans; and

WHEREAS, UEBT requires that a Participation Agreement be signed between Benton County, Franklin County and Teamsters local 839 representing Bailiff employees; NOW, THEREFORE

BE IT RESOLVED that the Chairmen of the Board of Benton County Commissioners of Benton and Franklin Counties sign the revised UEBT Participation Agreement, effective for the term of the Bailiff employees Amendment I of the Collective Bargaining Agreement from January 1, 2020, through December 31, 2021.

Dated this ___ day of ________, 2020.

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of Commissioners of Benton County, Washington

Attest..............................................................

Clerk of the Board

Dated this ___ day of ________, 2019.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest..............................................................

Clerk of the Board

cc: HR, Payroll, UEBT, Commissioners

Prepared By: K. Ainsworth
Participation Agreement—Represented Group
(Revised January 1, 2017)

1. Parties

The Employer and Labor Organization identified below are parties to a collective bargaining agreement providing for participation in the United Employees Benefit Trust (UEBT).

<table>
<thead>
<tr>
<th>BC-FC Bailiffs</th>
<th>Teamsters Local 839</th>
</tr>
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<tbody>
<tr>
<td>Employer Name</td>
<td>Labor Organization</td>
</tr>
<tr>
<td>7122 W Okanogan Pl Bldg A</td>
<td>1103 W Sylvester</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td>Kennewick WA 99336</td>
<td>Pasco WA 99301</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>City, State, Zip Code</td>
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<tr>
<td>91-6001296</td>
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Employer EIN (Tax ID No.)

2. Participation Status

[ ] This is an updated collective bargaining agreement covering a current participating employer.

[ ] This is a new participating employer.

Trust coverage is effective: January 1, 2020 (for Dental, Ortho & Vision)

Based on hours reported for: December 2019

3. Term of Bargaining Agreement

Effective Date: January 1, 2019

Termination Date: December 31, 2021
4. Benefit Plans Provided for in Bargaining Agreement

Please check the UEBT plans provided for in the collective bargaining agreement.

<table>
<thead>
<tr>
<th>Medical</th>
<th>Dental</th>
<th>Time Loss</th>
<th>Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ A5 Medical (composite rate)</td>
<td>☐ D5 Dental</td>
<td>☐ Time Loss 2</td>
<td>☒ Vision 3</td>
</tr>
<tr>
<td>☐ A5 Medical (tiered rate)</td>
<td>☐ D7 Dental</td>
<td>☐ Time Loss 4</td>
<td></td>
</tr>
<tr>
<td>☒ A6 Medical</td>
<td>☒ D8 Dental</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ AV8 Medical</td>
<td>☒ Orthodontia</td>
<td></td>
<td></td>
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<tr>
<td>☐ AV9 Medical</td>
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5. Eligibility Rules in Collective Bargaining Agreement

Benefits are only available to eligible participants who meet the requirements of the collective bargaining agreement providing for participation in the UEBT. Please identify the bargaining agreement’s eligibility requirements:

Required number of reportable hours per month: 40 hours

Define hours which are reportable (i.e., hours worked; hours compensated; straight time hours, etc.): Hours compensated

Identify any probationary period (must be uniformly applied): ____________________________
None

Identify any contractually excluded class of employees (i.e., seasonal, etc.):
None

6. Employer Responsibility for Accurate Reporting

Contributions are due on the fifteenth (15th) of the month following the month for which hours are reportable. The Employer is responsible for remitting the entire premium on behalf of each eligible employee. It is the Employer’s responsibility to collect any portion of the contributions paid by employees. Any Employee meeting the bargaining agreement’s eligibility requirements may not be excluded unless the Employee has opted for and has maintained Employer-sponsored coverage through an HMO as authorized by state law.

Individuals who are retired, do not have sufficient reportable hours, are not covered by the bargaining agreement, do not have a bona fide employment relationship with the Employer, or are otherwise ineligible may not be reported to the Trust. Letters of Understanding or other additions to or exceptions from the bargaining agreement language concerning Trust participation are not valid unless approved in advance by the Board of Trustees. If benefits are provided as a result of the Employer’s reporting of ineligible individuals, the Trust may recover any improperly paid benefits from either the individual on whose behalf the benefits were paid or the Employer who reported them to the Trust. The Trust may also retain contributions made on behalf of ineligible individuals.
7. **Right to Audit**

All Employers participating in the Trust are subject to the Trust’s audit provisions and policies. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made and also recover interest on the unpaid contributions, liquidated damages of 10% of the unpaid contributions (20% after suit is filed), audit fees, attorney’s fees, and any other collection costs as provided for in the Trust Agreement. The Employer is responsible for the cost of the audit if reporting discrepancies exceed five percent (5%).

8. **Obligation to Maintain Records**

All employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Pursuant to federal law, records are to be retained for seven years after the contributions are made. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to have performed any bargaining unit work in a month did have sufficient hours in a month to require a contribution.

9. **Continuation Rights**

If an Employer ceases participating in the Trust, any current or former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws will have their coverage terminated as of the last day of the month in which the Employer’s active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer except when federal law requires to the contrary.

10. **No Transfer of Assets**

If any employer ceases participation in the Trust, the withdrawing employer and its employees shall have no right or claim to any of the assets of the Trust.

11. **Subscription to Trust Agreement**

In consideration of their acceptance as participants in the United Employees Benefit Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. The undersigned Employer and Union further accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust’s benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.
12. **Authorization to Execute Agreement**

By signing this Agreement, the signors for the Employer and the Union certify that they have the authority to execute the collective bargaining agreement providing for participation in the UEBT and this Agreement on behalf of the party for which they are signing.

13. **Term**

This Participation Agreement shall be effective for the term of the collective bargaining agreement listed in paragraph 3 or the expiration of any obligation to continue contributions under an applicable labor law, if later. To ensure proper management of the Trust, Trust rules and this Participation Agreement obligates a bargaining group to participate in the Trust for a minimum of 24 months. If a group has participated in the Trust for less than 24 total months, the bargaining parties may not bargain out until 24 months have elapsed. A bargaining group can terminate its participation in the Trust before 24 months have elapsed only if the Employer goes out of business or the Labor Organization is decertified as the bargaining representative or disclaims interest.

**EMPLOYER**

By: __________________________
(Signature of Employer or Representative)

(Name and Title of Employer Representative • Please Print)

By: __________________________
(Signature of Employer or Representative)

(Name and Title of Employer Representative • Please Print)

**UNION**

By: __________________________
(Signature of Authorized Union Representative)

(Name and Title of Union Representative • Please Print)

Approved as to form by: __________________________
(Stephen Hallstrom, DPA)