

RESOLUTION 2012-80

12-12-12

RESOLUTION BY THE ADMINISTRATION, PERSONNEL, POLICY AND LEGAL COMMITTEE AUTHORIZING A CONTRACT FOR HEALTH INSURANCE WITH CENTRAL STATES HEALTH AND WELFARE FUND FOR CERTAIN VILLAGE EMPLOYEES FOR THE YEARS 2013, 2014, AND 2015

WHEREAS, there is a need to obtain health insurance for various village employees;
and

WHEREAS, the Board of Trustees has determined that the insurance coverage provided by Central States Health and Welfare Fund is in the best interests of various village employees.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of an agreement with Central States Health and Welfare Fund for health insurance coverage for various village employees effective January 1, 2013 is authorized and approved subject to final review and approval by the Village Administrator; and
2. That the annual premium is set forth in Exhibit A which is attached hereto and incorporated herein.
3. The Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution;

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 18th day of December, 2012.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk



WISCONSIN MUNICIPALITIES PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

NON-BARGAINING UNIT EMPLOYEES ACCOUNT NUMBER: 8269300-0102-70000A

1. The Employer is currently bound by a collective bargaining agreement(s) with a local union(s) that is affiliated with the International Brotherhood of Teamsters (the "Union"). In addition, the Employer has entered into a Participation Agreement with the Central States, Southeast and Southwest Areas Health and Welfare Fund (the "Health and Welfare Fund") that requires it to contribute to the Health and Welfare Fund on behalf of employees covered by the collective bargaining agreement (the "Bargaining Unit Participation Agreement"). The Employer also desires to participate in the Health and Welfare Fund with respect to its employees who are not covered by the collective bargaining agreement ("Non-Unit Employee") and this Agreement sets forth the terms under which the Employer will participate in the Health and Welfare Fund with respect to such employees.

2. The Employer agrees to be bound by the terms of the Health and Welfare Fund trust agreement and all policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the trust agreement.

3. For the duration of this Agreement, the Employer shall contribute to the Health and Welfare Fund on behalf of each Non-Unit Employee for each week during which the Non-Unit Employee works or is entitled to receive compensation (including, but not limited to paid vacations, holidays, paid leave, back pay awards) at the same rate the Employer is required to contribute under the Bargaining Unit Participation Agreement on its employees covered by the collective bargaining agreement between the Union and Employer. At the present time the agreed weekly rates are as follows:

<u>Effective Date</u>	<u>Rate</u> Single / Family
<u>12/31/12</u>	<u>\$ 127.00 / \$309.70</u>
<u>12/29/13</u>	<u>\$ 139.70* / \$340.70*</u>
<u>12/28/14</u>	<u>\$ 153.70* / \$374.80*</u>
	* Not to exceed

4. The contribution rates beginning twelve months after the last Effective Date set forth in paragraph 3 shall be the rates determined by the Trustees to maintain the existing Health and Welfare Fund Benefit Plan and the Pension Fund Primary Schedule Benefit Class and such rate changes shall be incorporated into this Agreement.

5. The Employer will pay the contributions owed for each month on or before the 15th day after the end of the month. If the Employer fails to pay its contributions on time, it shall pay interest at the rate set forth in the Health and Welfare Fund trust agreement.

6. The Employer shall report changes in its Non-Unit Employee workforce (for example, new hires, layoffs, terminations) that occur during any month on or before the 15th day after the end of the month during which the change occurred. If the Employer fails to timely report in writing the changes in the employment status of the Non-Unit Employees included in the Health and Welfare Fund's monthly bill, it shall be liable for the amount billed regardless of actual changes in the employment relationship. The Illinois ten-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not accrue with respect to contributions owed by the Employer on any Non-Unit Employee until the Health and Welfare Fund receives written notice of the liability.

7. For purposes of this Participation Agreement, the term "Non-Unit Employee" shall mean each and every individual employed by the Employer on either a full-time or part-time basis who is not covered by the collective bargaining agreement between the Employer and the Union. The common law master-servant test shall be utilized to determine whether an employment relationship exists. The term Non-Unit Employee shall not include: a) independent contractors, b) any person covered by a collective bargaining agreement between the Employer and a union that is not affiliated with the International Brotherhood of Teamsters if the Employer has agreed in writing to contribute to some other health and welfare fund on his/her behalf, c) any person employed for the principal purpose of obtaining or continuing coverage under the Health and Welfare Fund.

8. The Employer's obligation to remit contributions on Non-Unit Employees under this Participation Agreement shall continue in effect until the earlier of, a) 30 days after service of a written notice served by either the Health and Welfare Fund or the Employer of their intent to terminate this Participation Agreement, or b) the termination of the Employer's duty to contribute to the Health and Welfare Fund on behalf of employees covered by the Bargaining Unit Participation Agreement. A written notice of intent to terminate can be served by personal delivery, facsimile, overnight mail or certified mail (return receipt requested). If service is by mail, service will be deemed accomplished on the date of mailing is received by the addressee.

IN WITNESS WHEREOF, said Employer and the Health and Welfare Fund have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

_____ Village of Sturtevant

Employer Name

Central States Southeast and Southwest Areas Pension Fund and Central States Southeast and Southwest and Southwest Areas Health and Welfare Fund.

Representative Signature

Printed Name and Title

Date

Date

Complete Address of Employer

() _____ () _____
Telephone Number Fax Number