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BEFORE THE PUBLIC EMPLOYMENT RELATONS COMMISSION
STATE OF WASHINGTON

Timberland Regional Library Staff Association, Complainant v. Timberland Regional Library District, Respondent	NO. 23010-U-10-5863 Stipulation for Dismissal of Complaint
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The parties to this Stipulation for Dismissal of Complainant are the Complainants, by and through their attorney, Audrey Eide, and the Respondent by and through its attorney Craig W. Hanson. Said parties enter into the following stipulated dismissal for the purpose of resolving the matters between them raised herein. The terms of this stipulation are as follows:

1. For calendar year 2010 coverage, the insurance companies providing coverage for Respondent's employees increased insurance premium costs. The WCIP Standard PPO medical premium was increased by \$19.75 per month, the Group Health Options A, Plan A was increased by \$33.85 per month, the group dental premium was increased by \$6.08 per month and the group vision premium was increased by \$0.44 per month.

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2. For Respondent's employees enrolled in the WCIP Standard PPO medical plan, the total pay deduction resulting from 2010 premium increases was \$26.27 per month. For Respondent's employees enrolled in Group Health Options A, Plan A the total deduction resulting from 2010 premium increases was \$40.37.

3. It is agreed that the charges in the above referenced matter will be withdrawn and dismissed by the Complainant if the Respondent pays each bargaining unit member who had deductions from pay as a direct result of the increase in the medical/dental/vision insurance premiums from December 2009 through May 2010, the amount of those deductions. That payment will be made on a monthly, prospective basis. Toward that end employees enrolled in the WCIP Standard Plan on January 1, 2010 who had a pay deduction of \$26.27 due to 2010 insurance premium increases will be paid the amount of \$26.27 per month in the months of July through December 2010. Similarly, employees enrolled in Group Health Options A, Plan A on January 1, 2010 who had a pay deduction of \$40.37 due to 2010 insurance premium increases will be paid the amount of \$40.37 per month in the months of July through December 2010. It is understood that the on-going negotiations process will establish the amount of the Respondent's contribution to insurance premium payments. Further, it is understood for the purposes of this agreement that the term "bargaining unit member" refers to all employees, including supervisory employees, who were considered by the parties to be in the bargaining unit on December 31, 2009.


4. In exchange for the payments referenced in Paragraph No.3 above which is hereby recognized as full and sufficient consideration, Complainant will dismiss with prejudice their charges in the above referenced matter.

1 5. Upon acceptance of this stipulation as evidenced by the parties' signatures below, each party
2 shall immediately commence the performance of the agreed upon terms. In the event of a failure to
3 perform, either party may proceed to seek an order of specific performance.


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7 6. The parties acknowledge that each has entered into this stipulated dismissal knowingly and
8 voluntarily with full understanding of its terms and having had the opportunity to seek and receive
9 advice and counsel from their personal and/or legal counsel. Each party acknowledges that each
10 has been given a reasonable time within which to consider this stipulated dismissal and all of the
11 results and consequences of their execution of this agreement.

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DATED this 6th day of July, 2010


Audrey B. Eide
WSCCCE General Counsel and Counsel of
Record for Timberland Regional Staff
Association WSBA #3890

HANSON LAW OFFICES

By: 
CRAIG W. HANSON
WSBA No. 06392
Attorney for Respondent