

Section: 6.1 Health Care Benefits

For those employees that select health and welfare benefits through the Operating Engineers Public & Miscellaneous Employees Health and Welfare Trust Fund (“Trust Fund”), the Employer agrees to contribute to the Trust Fund, at its respective office in Alameda, California, or such other designated place of payment as the Trustees of said Trust Fund may determine, the below listed amounts, per month, for each eligible employee as defined by this Agreement, for the purpose of providing such employee and his/her dependents with health and welfare benefits as are now in effect, or as may hereafter be specified by the Trustees of said Trust Fund. The Employer further agrees to accept, assume and be bound by all of the obligations imposed upon Individual Employers by that certain Trust Agreement referred to for convenience as the “Operating Engineers Public and Miscellaneous Employees Health and Welfare Trust Agreement (“Trust Agreement”) as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the Employer and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. The Employer further agrees that (s)he or it does irrevocably designate and appoint the Employer Trustees in the Trust Agreement as his/her or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreement, and further consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

Effective November 1, 2021, the monthly contributions per eligible employee and plans offered shall be as follows:

Anthem A (includes dental/vision)	Single	\$893
	Two-Party	\$1,786
	Family	\$2,411
Kaiser A (includes dental/vision)	Single	\$947
	Two-Party	\$1,894
	Family	\$2,470

The above contribution shall be made on or before the fifteenth (15<sup>th</sup>) day of the month following the month in which an employee works or is paid by the Employer.

In the event that the Trustees of the Trust Fund determine that current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the Employer herein agrees to pay such further amount as may be necessary in the decision of

the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.

In the event the Employer herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the Employer shall pay, in addition to the amounts due as contributions, such additional interest, liquidated damages and/or attorney's fees as are set forth in the Trust Agreement or the Trust Fund's policies to which the Employer is bound.

City of Clearlake

Operating Engineers Local Union No. 3

\_\_\_\_\_  
for the Employer

\_\_\_\_\_  
for the Union

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, 2022