

A G R E E M E N T  
BY AND BETWEEN  
CITY OF PORT ORCHARD, WASHINGTON  
AND  
TEAMSTERS LOCAL NO. 589  
(Representing the Public Works Employees)  
JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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 By and Between  
**CITY OF PORT ORCHARD**  
 and  
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 (Representing the Public Works Employees)

January 1, 2019 through December 31, 2021

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January 1, 2019 through December 31, 2021

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PREAMBLE

THIS AGREEMENT, dated for reference purposes only, the 1st day of January, 2019 is entered into by the CITY OF PORT ORCHARD, WASHINGTON, hereinafter the "Employer", and TEAMSTERS LOCAL NO. 589, hereinafter the "Union".

ARTICLE 1.....EXCLUSIVE BARGAINING REPRESENTATIVE

1.1 The Employer recognizes Teamsters Local No. 589 as the exclusive bargaining representative for all employee classifications as found in Appendix "A". This Agreement does not cover temporary employees, supervisors, or department heads.

ARTICLE 2.....NONDISCRIMINATION

2.1 The Employer and the Union agree that employment shall be consistent with applicable state and federal laws regarding discrimination.

ARTICLE 3.....UNION SECURITY

3.1 The Employer agrees to notify the Union within five (5) working days when new employees are hired.

3.2 The Employer shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deduction. The union agrees to indemnify, defend and hold the employer harmless against any and all claims, suits, orders, and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until such time as the authorizing employee revokes their authorization. The authorizing employee's dues deduction authorization shall remain in full force and effect until the month following a written notice revoking the same is executed by the employee and delivered to the Employer with a copy to the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.

ARTICLE 4.....RIGHTS OF MANAGEMENT

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, authority and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Employer. Management's rights shall include, but not be limited to, the following:

- (1) The determination of Department policy, including the right to manage the affairs of the Department in all respects;
- (2) The right to assign working hours, including overtime;
- (3) The right to establish, modify or change work schedules, managing of facilities and equipment, including the amount of facilities and equipment;
- (4) The right to direct the employees of the Department, including the right to hire, evaluate qualifications, evaluate skill and ability, promote, demote, suspend, layoff and discipline or discharge for just cause;
- (5) The right to organize and reorganize the Department in any manner it chooses, including the size of the Department and the determination of job classifications and rank based upon duties assigned, except where such changes impact conditions of employment, wherein the Employer will notify the Union of its intent and offer the opportunity to bargain prior to the implementation by the Employer;
- (6) The determination of the safety, health and property protection measures for the Department in accordance with applicable statutes and regulations;
- (7) The selection, promotion or transfer of employees to supervisory or other managerial or technical positions;
- (8) The allocation and assignment of work to employees within the Department;
- (9) The determination of policy affecting selection or training of employees;
- (10) The scheduling of operations and determination of the number and duration of hours of assigned duty per week, except that the Employer will notify the Union of its intent and offer the opportunity to bargain prior to implementation by the Employer;
- (11) The establishment, modification and enforcement of Department rules, regulations and orders;
- (12) The transfer of work from one position to another within the Department;
- (13) The introduction of new, improved or different methods and techniques of operation of the Department or changes in existing methods and techniques;
- (14) The placing of service, maintenance or other work with outside contractors or agencies of the Employer;
- (15) The determination of the number of classifications and the number of employees within each classification; and
- (16) The determination of the amount of supervision necessary.

The failure of the Employer to exercise a management right, or its exercise of that right in a particular way, shall not create a vested right in the Employee to a continuation of a past practice with regards thereto.

4.2 PROBATION - Employees shall serve a probationary period of (12) twelve months and shall have no seniority rights during that period. After twelve (12) months an employee's seniority date shall become the date on which the employee started the probation period.

The Union may not question the dismissal of any probationary employee nor shall the dismissal be the subject of a grievance. The probationary period may be shortened, in the Employer's sole discretion, on a case by case basis.

- 4.3 PROMOTION-PROBATION - The probationary period for an employee who has been promoted to a new classification shall be six (6) months. If an employee's performance in the new classification is found to be unacceptable, the employee shall have the right to return to the position from which the employee was promoted. In the event an employee is found to be unacceptable in the new classification during the probationary period, the employee and the Union may not question the Employer's decision to return the employee to a previously held position, nor shall the Employer's action be the subject of a grievance.

ARTICLE 5.....UNION AND EMPLOYEE'S RIGHTS

- 5.1 Duly authorized Union Representatives shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the union representative first secures approval from a designated employer representative and that no interference with the work of employees or the proper operation of the Employer shall result.
- 5.2 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.
- 5.3 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the business agent of the Union, who in turn may take the matter up with the Employer. The job steward may also sign up new employees. Union activities (except labor negotiations) shall not be carried on during working hours. Labor negotiations shall occur at mutually convenient times. The participating employee shall be in a paid status during normal working hours, unless the Employer, in its sole discretion, decides otherwise.
- 5.4 Any employee receiving higher wages or enjoying more favorable conditions than provided for in this Agreement shall not suffer by reason of its signing or adoption.
- 5.5 The Employer shall deduct regular Union initiation fees and dues when presented an authorization card signed by the employee.
- 5.6 The Union will supply to the Employer, signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Employer's records.
- 5.7 Moneys so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. The Union and each employee authorizing the assignment of wages for payment of Union dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee.
- 5.8 No employee shall be unlawfully discriminated against for upholding Union principles and any person who works under the instructions of the Union or who serves on a committee shall not lose their job or be discriminated against for that reason.
- 5.9 It shall not be a violation of this Agreement or cause for discharge of any employee who refuses to cross a legal, primary picket line in the performance of their duty, excluding emergency situations such as protection of life, safety, or property.

ARTICLE 6.....DISCHARGE & SUSPENSION

- 6.1 Whenever the Employer believes the employee has committed acts such as, but not limited to, dishonesty, drunkenness, improper use of controlled substances or abuse of medications whether prescribed or not, willful destruction of property or equipment, recklessness, repeat insubordination, gross insubordination, or reporting for duty while under the influence of prescribed or non-prescribed medications which may have an effect or side effect to be expected by the printed label or monograph which could impair the efficiency of his/her work, may be subject to immediate termination from employment.
- 6.2 Employees guilty of lesser infractions such as but not limited to, chronic lateness for work, careless work habits, misuse of equipment, hostile or unprofessional behavior, or failure to observe Employer rules, shall be given a written warning notice, with a copy to the Union. Warning notices shall remain on file and in effect in an employee's personnel records for a period of eighteen (18) months. Employees receiving a second warning notice for any reason while any previous warning remains in existence, may be subject to a suspension from work for a reasonable period of time. Employees receiving a second warning notice involving the reoccurrence of a previously warned incident or condition which remains in effect, may be subject to a suspension from work and/or termination from employment. In the event an employee receives a third warning notice for any reason, while any two warning notices of any complaint remain in existence, then such employee may be subject to a suspension from work and/or termination of employment.
- 6.3 The Union shall have the right to investigate any notices involving the discharge, suspension or warning of any employee, and the option of proceeding with the grievance procedure as recognized under Article 7 of this Agreement.

ARTICLE 7.....GRIEVANCE AND ARBITRATION

- 7.1 A "grievance" means a claim or dispute by an employee or group of employees with respect to the interpretation or application of the provisions of this Agreement.
- 7.2 An employee or group of employees, or their delegated Union Representative, who consider they have a grievance may present such a grievance within thirty (30) calendar days of its alleged occurrence to the employee's immediate supervisor who shall attempt to resolve it within fifteen (15) calendar days after it is presented to the immediate supervisor.
- 7.3 If the employee or employees or their delegated Union Representative is/are not satisfied with the solution by the Supervisor, the grievance, in writing, may be presented within fifteen (15) calendar days of receipt from the immediate supervisor to the Department Director who shall attempt to resolve it within thirty (30) calendar days after it has been presented to him or her. It is required that the written statement include the section of the Agreement allegedly violated, the facts, and the remedy sought.
- 7.4 If the employee or group of employees or their delegated Union Representative is not satisfied with the solution by the Department Director, the grievance, in writing together with all other pertinent material may be presented to the Mayor by the Union Representative, with fifteen (15) calendar days of receipt from the Department Director.
- 7.5 The employee may, after any grievance involving the interpretation or application of this agreement which is not resolved by the Mayor within thirty (30) calendar days after it is presented to him or her, file a request for arbitration through the Public Employment Relations Commission (PERC). The rules and regulations of PERC shall apply to the arbitration. The decision of the arbitrator shall be binding on both parties.
- 7.6 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

7.7 None of the foregoing is intended to mean that the Union itself cannot lodge a grievance and process the same through the various steps to arbitration in accordance with and subject to the provisions hereof. The right of the Union to so lodge and process a grievance is expressly confirmed. An employee may be represented at any stage of the grievance procedure by the Union. No settlement of a grievance with an employee shall be contrary to the terms of this Agreement.


ARTICLE 8.....HOURS OF WORK AND WORKING CONDITIONS

8.1 WORKWEEK-A maximum regular work week shall be forty (40) hours of work consisting of five (5) consecutive eight-hour days (Monday through Friday from 8:00 am to 4:30 pm or four (4) consecutive ten-hour days (Monday through Thursday, or Tuesday through Friday) from 6:00 am to 4:30 pm. during a seven (7) day period. The four-ten work week shall be implemented or rescinded at the discretion of the City Public Works Director or his or her designated shop supervisor.

8.1.1 Should the Employer establish a split shift, or a workweek other than set forth above, employees shall be assigned at the sole discretion of the Public Works Foreman, Utility Manager or Public Works Director. Employer shall provide ten (10) working days' notice to employees that such a major shift change is being implemented. A "major shift change" for purposes of this section shall not include shift changes necessitated by weather-related or emergency-related shift work (including but not limited to street sweeping, anti-icing, and snow plowing), or voluntary shift changes.

8.2 OVERTIME - Compensable hours in excess of eight (8) hours in a day or ten (10) hours in any one 4/10 work day, or if over forty (40) compensable hours in any one work week, shall be paid for at the rate of one-and-one-half (1 ½) times the regular straight time hourly rate. All overtime shall be assigned at the discretion of the Public Works Foreman, Utility Manager, or Public Works Director. Compensable hours are defined as holiday pay, or pay for hours worked.

8.3 COMPENSATORY TIME - If the employee prefers, overtime may be credited to compensatory leave time at the rate of one and one-half (1 ½) hours for each hour of overtime. Scheduling of time to use the compensatory time shall be subject to approval of the employees' supervisor. If compensatory time is not taken within thirty (30) calendar days of the date earned it shall be converted to cash and paid in accordance with the above rate.

8.4  CALLBACK - Should an employee be called for duty other than the regular shift, such employee shall receive one and one-half (1 ½) times his/her hourly wage for work performed with a minimum of two (2) hours of overtime pay. This shall include street sweeping and anti-icing assignments performed outside of the regular workday. Call back time shall include direct travel from home to work and work to home. If the employee receives a work related telephone call at any time other than the scheduled shift he/she shall receive ten dollars (\$10.00) for such call. If the employee is called out they shall receive callback pay only. The telephone call pay shall not apply to calls from SCADA and will not be applicable to foremen. For purposes of this section, stand by duty is not considered a "scheduled shift".

8.5 Adjustments in the regular working hours of the employees for the convenience of the Employer shall not be construed to be in conflict with this Agreement.

8.6 In the event an employee is required to work twelve (12) or more hours in a day, such employee shall be entitled to sixteen (\$16.00) dollars per day for food.

8.7 Public works employees shall have in their possession a current operators license and meet the requirements of R.C.W. 46.25, Uniformed Commercial Drivers License Act, except facilities and parks maintenance employees. The Employer shall reimburse the employee for the renewal fee of the CDL endorsement and the DOT physical examination at the Employer's bid doctor. If the employee goes to another doctor other than the bid doctor, the Employer shall reimburse the employee the bid doctor's amount only.

8.8 The Employer shall pay for all required Hepatitis inoculations and any medically required follow up testing.

8.9 OUT OF CLASS PAY - In the event an employee is assigned the duties of the Public Works Foreman, the employee shall be compensated as follows:

1st - 10th working day: no additional pay  
11<sup>th</sup> working day or more and/or at any time upon assignment of full responsibility: 100% of Public Works Foreman Base Wage rate

8.10 STANDBY PAY – The employee on standby duty must be able to respond within 45 minutes and shall not have consumed alcohol or non-prescription medications which could impair his/her ability to safely perform their job duties. Standby duty shall be between Friday at 4:30 pm until the following Friday at 8:00 am, including holidays. The Standby Pay shall be as follows:

Fiscal Year	2019	2020	2021
Stand By Pay	\$ 170	\$ 190	\$ 210

8.11 If at any time, the Mayor or his/her designee, closes City Hall due to inclement weather or a state of emergency, non-essential employees will not be required to report to work. The City will pay non-essential employees for the equivalent time of their regular working hours for that day and they will not be required to use leave. Employees designated as essential will need to coordinate with the supervisor regarding their schedule. Essential employees who are required to stay and work by the Employer shall be credited the equivalent time of the closure into their vacation leave banks. The foregoing shall not apply to situations in which City Hall is closed to the public but remains open for employees to work. This section 8.11, will not apply to non-essential and essential employees that were previously scheduled to use leave (ie vacation, personal holiday, sick or other leave categories) during the closure. This section 8.11 does not apply to Call Backs.

8.12 SCADA assignments shall be made at the sole discretion of the Public Works Foreman, Utility Manager, or Public Works Director. This assignment will start on the 1<sup>st</sup> of a designated month and last the duration of that month. Minor changes to the schedule shall be approved at the sole discretion of the Public Works Foreman, Utility Manager, or Public Works Director. SCADA related calls or checking alarm status are reimbursed at the flat rate and are not eligible for compensation unless an employee physically responds with approval from the Public Works Foreman, Utility Manager, or Public Works Director. Employees performing this assignment will receive flat pay in accordance with the following table:

Fiscal Year	2019	2020	2021
SCADA Pay	\$ 180	\$ 190	\$ 200

ARTICLE 9.....WAGES, LONGEVITY PAY

9.1 All employees covered by this Agreement shall be classified and compensated in accordance with Appendix "A" attached hereto and considered part of this Agreement. Appendix "A" reflects the pertinent items from the City salary ordinance.

9.2 After completion of two (2) years full-time employment, an employee shall be eligible for longevity pay. Such longevity pay shall be the employee's base pay plus one-quarter of one percent (.25%) for each additional year of employment. Each longevity pay increase shall commence in the pay period that the employee's anniversary date of employment occurs, and each longevity increase shall be calculated on the base pay for the position held by the employee.



- 9.3 Longevity pay will be granted to eligible employees and adjusted thereafter in the pay period that the employee's anniversary date of employment occurs. In the event an eligible employee would receive an amount of longevity pay less than received prior to this contract, such employees' longevity pay would not be adjusted until their next anniversary date.

ARTICLE 10.....DEFINITIONS

- 10.1 DEFINITIONS - In construing the provisions of this agreement, the following definitions shall apply:
- 10.2 A "full-time employee" is any person employed by the Employer who devotes his full time to the job during working hours on a yearly basis.
- 10.3 A "part-time employee" is any person employed by the Employer for less than forty (40) hours per week but not less than twenty (20) hours per week.
- 10.4 A "temporary employee" is any person employed by the Employer for not to exceed six(6) months duration. The Employee will be considered "full time" or "part-time" when his or her continuous service exceeds six (6) months. The parties agree that the intent of this paragraph 10.4 is that the City will not terminate a temporary employee just prior to his/her completion of six months of continuous employment with the City and then immediately rehire the same temporary employee to a temporary position in order to avoid the employee achieving "full time" or "part time" status under this paragraph.

ARTICLE 11.....HOLIDAYS

- 11.1 All employees shall be entitled to observe the following holidays with pay: the first day of January, commonly called New Years Day; the third Monday of January, being celebrated as the birthday of Martin Luther King; the third Monday of February, being celebrated as the anniversary of the birth of George Washington; the last Monday of May, commonly known as Memorial Day; the fourth day of July, being the anniversary of the Declaration of Independence; the first Monday in September, to be known as Labor Day, the eleventh day of November, to be known as Veteran's Day; the fourth Thursday of November, to be known as Thanksgiving Day; the day after Thanksgiving; the twenty fifth day of December, commonly called Christmas Day. All employees shall receive two (2) personal holidays each year to be selected by the employee; provided: The employee has been or is scheduled to be continuously employed by the Employer for more than four (4) months, and the employee has given not less than fourteen (14) calendar days written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, and the number of employees selecting a particular day off does not prevent an agency from providing continued public service.
- 11.1.1 The personal holidays must be taken during the calendar year or entitlement to that day will lapse, except when the employee has requested a personal holiday and the request has been denied.
- 11.2 Anything in this article notwithstanding, any employee whose regular work week includes a holiday on Saturday or Sunday will receive some other day off in lieu thereof at the discretion of the department head.
- 11.3 Whenever a legal holiday falls on a Saturday, the Mayor will designate by executive order the preceding Friday as a legal holiday. Whenever a legal holiday falls on a Sunday, the Mayor will designate by executive order the following Monday as a legal holiday. Alternatively, in either circumstance, the Mayor may designate by executive order another day as the subject legal holiday or he may designate two (2) days with a portion of the employees observing one (1) day and the remainder the other day, to permit continued operation of vital functions.

ARTICLE 12.....VACATIONS

12.1 VACATION ACCURAL

After six (6) completed months of employment, employees shall be entitled to use their accrued vacation leave. All full-time employees will accrue vacation leave on a prorated monthly basis as follows:

- Year 1: 10 days (80 hours) a year
- Year 2: 11 days (88 hours) a year
- Year 3: 12 days (96 hours) a year

In addition each year on the employee's anniversary date, after three (3) full years of employment, one (1) bonus day (8 hours) of vacation for each year will be credited to his/her vacation account (i.e., the employee shall receive 1 bonus vacation day after 3 full years of employment with Employer). The total vacation/bonus day accrual shall not exceed thirty (30) days, or 240 hours.

12.1.1 ACCUMULATION OF VACATION LEAVE - Part-time employees shall have their vacation leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Vacation leave shall be accrued and recorded on a monthly and or calendar year basis in the same manner as provided in the vacation accrual section.

12.2 The Department Director has the discretion to allow an employee advance vacation leave that has not yet been accrued at any time during the year.

12.3 Each employee must use at least one week (five (5) consecutive days) leave each year for vacation purposes. The balance of vacation leave to their credit may be granted one at a time.

12.4 An employee, as defined herein, shall receive leave pay for any portion of vacation earned, but not taken, upon leaving the employ of the Employer (including for the reasons of voluntary termination and death of the employee); provided, however, that in case of voluntary termination, the employee shall have given at least ten (10) calendar days' notice of such termination before being entitled to receive such pay. Upon date of termination the employee shall receive compensation for all bonus vacation leave prorated from the last anniversary date.

12.5 Holidays observed during an employee's vacation period shall not be counted as vacation leave taken.

12.6 The leave pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.

12.7 An employee may carry over a maximum of thirty days (30) of vacation effective January 1 of each year. All other accrued vacation not used by the end of each year will be forfeited, except when accrued vacation is not used due to the convenience of the Employer, the employee will be paid in cash at the end of the year. However, upon termination, vacation pay shall not exceed two hundred forty (240) hours. If an employee has accrued annual leave in excess of two hundred forty (240) hours, the employee may be continued on the payroll for the time equivalent to the amount of time in excess of two hundred forty (240) hours of accrued vacation leave.

ARTICLE 13.....SICK LEAVE

13.1 All full-time and part-time employees shall be entitled to sick leave pay when they are incapacitated from performance of their duties by reason of sickness or injury or when, through exposure to contagious diseases, the presence of the employee would jeopardize the health of others. Such sick leave for full time employees shall accrue at the rate of one (1) day (8 hours) for each calendar month of employment and if not used shall accumulate to a maximum of one hundred twenty (120) working days (960 hours). Part-time

employees shall have their sick leave prorated on the basis of two thousand and eighty (2,080) hours per year (full-time employment). Sick leave shall be accumulated and recorded on a monthly basis as provided in this section.


- 13.2 Sickness shall be reported by the employee at the beginning of any period of illness to the Shop (i.e., Shop Foreman) and, within three (3) days after returning to work, the employee shall give a written statement certifying the need for the absence and submit a formal request for approval of leave so taken, which request, when approved by the Department Director, shall be forwarded to the Human Resource Coordinator for filing in the employee's personnel file.
- 13.3 A doctor's certificate shall be required when the sick leave extends over a period of three (3) consecutive days.
- 13.4 Advance sick leave may be granted to employees who have two (2) or more years of continuous service with the Employer after they have exhausted all of their accrued vacation, compensatory, and sick leave.
- 13.5 Advance sick leave may be granted in cases of serious disabilities or ailments of the employee. Sick leave credit advanced shall be limited to not more than twelve (12) and not less than five (5) consecutive workdays. It shall be further limited to cases in which it is believed that the employee will return to full duty for a period of time sufficient to liquidate the advance.
- 13.6 Requests for advance sick leave shall be submitted by the employee to the Department Director concerned. The Department Director shall make a recommendation on the proposed request and forward it to the City Council for approval or disapproval. It will be signed by the Mayor and forwarded to the Human Resource Coordinator for filing in the employee's file, and the employee will be notified of the Council's decision by the Department Director.
- 13.7 Sick leave earned after return to duty must first be applied to liquidate the sick leave advanced prior to being used as regular sick leave.
- 13.8 Any employee found to have abused the sick leave privilege by falsification or misrepresentation may thereupon be subject to dismissal upon recommendation of the Department Director and at the discretion of the City Council.
- 13.9 Employer does not accept/process reimbursement checks from the Department of Labor and Industries for time loss payments to employees. Instead, in cases of injury or illness which is covered by industrial insurance, the amount of insurance payments will be deducted from the next pay, if any, of the employee after the Department of Labor and Industries' award letter. Employees may use accrued leave to supplement their Department of Labor and Industries' time loss payment (up to the level of their regular pay) if they submit a written request to their Department Director and said request is approved.
- 13.10 At the option of the employee, sickness in excess of the maximum number of days accrued may be charged to unused vacation.
- 13.11 In lieu of sick leave buyout the Employer shall provide term life insurance on the employee's life, the beneficiary to be chosen by the employee. The policy shall be acquired as quickly after the effective date of this Agreement that the Employer can acquire the policies after calling for proposals and obtaining City Council approval of the proposals. The policy shall remain in full force and effect so long as the employee is employed by the Employer. The face amount of the policy shall be Fifty Thousand and no/100 Dollars (\$50,000.00). To be eligible for this benefit, the employee must meet the eligibility requirements of the subject policy. This currently includes a requirement that the employee work at least 30 hours per week (including compensable hours).

- 13.12 Washington State Family and Medical Leave Program – Employees are eligible for paid family and medical leave consistent with RCW 50A.04.115, effective January 1, 2020. The premium costs for the available leave will be collected by the City effective January 1, 2019 from employees as follows: 45% of the medical leave portion and 100% of the family leave portion.

ARTICLE 14.....BEREAVEMENT

- 14.1 Employees shall be allowed up to three (3) days of paid bereavement leave for death in the immediate family upon approval and authorization of the Department Director. For travel out of State an employee shall receive, subject to the approval of the Department Director, an additional two (2) days of paid bereavement leave. Part time employees will receive bereavement leave for the amount of hours of their normal shift.
- 14.2 For purposes of paragraph 14.1 above, “immediate family” means the employee’s spouse (or Washington State registered domestic partner as defined by Ch. 26.60 RCW), their children and/or step-children, and both the employee’s and the spouse’s/domestic partner’s sister, brother, grandmother, grandfather, mother, father, mother-in-law, father-in-law, as well as any “step or foster” relation and any other familial inhabitant of the employee’s household. If an employee would like to attend the funeral of an individual not listed in this section, upon approval and authorization of the Department Head, the employee may do so either by using accrued vacation leave, or if the employee has no vacation leave available, leave without pay. The timelines set forth in section 14.1, above, will apply to such leave. The provisions of Section 15.3 requiring exhaustion of sick leave before leave without pay will be authorized will not apply to Article 14.

ARTICLE 15.....LEAVES OF ABSENCE


- 15.1  CIVIL LEAVE - Any necessary leave may be allowed by the director of the department to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent only in the amount in excess of their regular salary over the compensation received, exclusive of travel or any other reimbursable allowances. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.
- 15.2 MILITARY LEAVE - Leave not to exceed twenty-one (21) calendar days during each year beginning October 1st and ending the following September 30th over and above annual vacation shall be allowed any employee who is a member of any duly established National Guard or Reserve Corps unit. During the period of military leave the employee shall receive their normal pay.
- 15.3 LEAVE WITHOUT PAY - Leave without pay may be granted at the discretion of the Department Director, subject to the approval of the appointing authority. Such leave will be granted only after all sick leave, vacation and compensatory time has been exhausted and under no circumstances in excess of ninety (90) calendar days. Leave without pay shall not be granted for the purpose of the employee accepting other temporary employment or to gain personal advantage or profit. During an authorized leave without pay, the employee shall not receive any benefits nor shall they continue to accrue seniority. Nothing herein is intended to supersede the employee's rights under applicable State or Federal leave Law.
- 15.4 UNAUTHORIZED ABSENCE - Unauthorized absence from duty for three (3) consecutive working days shall constitute grounds for dismissal upon recommendation of the Department Director at the discretion of the appointing authority.

ARTICLE 16.....HEALTH AND WELFARE

- 16.1 MEDICAL COVERAGE – Subject to the remaining terms of this Article 16, the Employer will provide health insurance coverage through the Association of Washington Cities (AWC) Health First 250 or Kaiser Permanente \$20 Copay/\$200 Deductible.
- 16.2 DENTAL COVERAGE - The Employer shall provide Teamsters Plan A Dental through the Washington Teamsters, for the employee, spouse and dependents.
- 16.3 VISION COVERAGE - The Employer shall provide Vision Plan, Extended Benefits through the Washington Teamsters, for the employee, spouse and dependents.
- 16.3.1 All employees that have Dental Plan “A” and Vision Plan “EXT” through Washington Teamsters Welfare Trust must meet the eligibility threshold and be compensated for at least thirty (30) hours per month to qualify for the above benefits as per the Trusts operating guidelines. If the employee does not meet the eligibility requirement, then they are not entitled to the benefits or alternative compensation for the same.
- 16.4 The Employer shall have the right to change the health and welfare insurance company and/or plan so long as the medical premium impacts to the employee are cost neutral and the benefits in the new plan are substantially the same as the benefits in the plan in effect at the time the plan change is to be implemented. The term “cost neutral” is to be used in the context of employee monthly medical premiums. Employee medical premium amounts are listed in Appendix B of this Agreement and are expressed as fixed dollar amounts for 2019 and a percentage to be applied in 2020 and 2021. “Cost neutral” means that the employee medical premiums will not be increased above the fixed amounts that would have been calculated under the previous plan's allocation in the event the City elects to change health and welfare insurance plans or companies.
- 16.4.1 Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. See Appendix B
- 16.4.2 The parties acknowledge that the Employer’s current health and welfare plans. Provided, however, if the total cost of monthly premiums for said plan increase by more than twenty-five percent (25%), the parties shall meet and confer. The Employer and the Union each reserve the right to reopen negotiations relating to health care to bargain over the impact of any changes to Article 16 of this Agreement, whether such changes are necessitated by the requirements of the Affordable Care Act, or any changes thereto, or otherwise.
- 16.4.3 MEDICAL BENEFITS FOR PART-TIME EMPLOYEES - Subject to the remaining terms of this Article 16, for part-time employees, the Employer will pay 50% of the medical insurance premium as specified above for the employee only if the employee elects to pay 50% of the premium by payroll deduction. The employee may elect to purchase medical insurance coverage for their spouse and/or dependents at their own expense by payroll deduction.
- 16.5 If an eligible full time employee elects to waive the Employer medical coverage as provided in paragraph 16.1 and the related insurance companies involved allow for such practice, the employee shall be compensated Five hundred dollars (\$500) as a contribution to be determined as either a cash payment or a contribution to a HRA/VEBA account per month through the payroll process as a cost savings incentive. This cost savings incentive is only payable for those full months where the employee elects to waive coverage. Employees who participate may not be eligible to return to medical coverage until open enrollment periods as outlined by the insurance carrier. An eligible employee, for purposes of this paragraph, means a full-time employee.

Enrollment and eligibility for the Medical Incentive Program is subject to the total program max limit set at 12 participants city wide for the AWC sponsored health plans for 2019-2021.

  
City

PAGE 13 OF 19  
  
Union

Employees currently in the program will continue to remain unless they opt out. In the event, in an open enrollment period, the number of potential enrollees exceeds the available capacity, there will be a lottery for the available spots. Participants will not be unenrolled from their medical plan for the Medical Cost Savings until the City has verified that the employee is eligible to participate in the Medical Incentive Cost Savings program.

ARTICLE 17.....NO REDUCTION IN BENEFITS

17.1 No ordinance granting any employee a benefit shall be changed during the term of the Agreement which would reduce the benefits to the employees for the duration of this Agreement.

ARTICLE 18.....UNIFORM ALLOWANCE

18.1 Effective January 1, 2016 for the year 2016 and each year thereafter on the first pay period of the year, the Employer agrees to pay non-probationary employees as additional compensation the sum of five hundred dollars (\$500) per year for the Employees' purchase of job-related clothing. Probationary employees shall be entitled to a prorated sum on the first pay period after the termination of their probationary status. Job related clothing shall be suitable for both outdoor and indoor work conditions, shall project a professional look, and shall be in conformance with the Employer's requirement of work practicability. Outer wear shall be of visible colors (i.e., orange or yellow) and shall be retro-reflective for working in traffic conditions. Notwithstanding the above, all work wear purchased by the Employer shall remain property of the Employer.

18.1.1 Employer shall provide appropriate safety gear for employees to perform their required job duties. Replacement of safety gear will be at the discretion of the Public Works Director.

18.2 The Employer shall pay up to two hundred dollars (\$200.00) for the replacement of shoes/boots and/or clothing confiscated due to contamination.

18.3 The Employer shall pay an amount equal to current vision plan benefits for the replacement or repair of prescription glasses/contacts when such items are lost or damaged in the line of duty, provided such loss or damage is not the result of employee negligence.

ARTICLE 19.....SAVINGS CLAUSE

19.1 Should any provisions of this Agreement be found to be in violation of any federal or state law, or declared invalid by a court action, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree that any invalid provision of this Agreement shall be modified through collective bargaining prior to the expiration of this Agreement. All language in this Agreement will remain the same from year to year unless either party to the Agreement negotiates a change in the current language.

ARTICLE 20.....NO STRIKE CLAUSE

20.1 Per RCW 41.56.120, public employees are not permitted the right to strike or refuse to perform his/her assigned duties, and Local #589 shall so counsel its members.

20.2 Any employee violating this article shall be subject to immediate discharge or other disciplinary action as determined appropriate.

ARTICLE 21.....NEGOTIATION NOTIFICATION

21.1 This Agreement shall become effective when signed by both the Union and the Employer and remain in full force and effect from January 1, 2019 through December 31, 2021. Should either party to this Agreement wish to commence collective bargaining discussion over any changes they wish to introduce into a subsequent agreement, it is agreed that notice of such party's desire to open collective bargaining discussion shall be mailed to the other party not more than one hundred and eighty (180) days or less than one hundred and fifty (150) days prior to the termination date of the Agreement, and all efforts will be made to complete negotiations no later than thirty (30) days prior to the termination date. Both parties, after such notice has been given, shall forthwith seek establishment of a meeting for the purpose of discussion and negotiation of desired changes.

21.2 In the event that neither party provides such notice within the time period stated herein, the provisions of this contract shall remain in effect after December 31, 2021 for a period of one (1) year.

ARTICLE 22.....POLICIES

Intentionally left blank.

ARTICLE 23.....LEGALITY

Intentionally left blank.

ARTICLE 24.....INTERVIEW GUIDELINES

Intentionally left blank.

ARTICLE 25.....SHOP STEWARDS

Intentionally left blank.

ARTICLE 26.....MISCELLANEOUS

Intentionally left blank.

ARTICLE 27.....TEMPORARY EMPLOYMENT

Intentionally left blank.

ARTICLE 28.....TRAINING AND EDUCATION

28.1 Public Works Employees shall be eligible to receive the educational incentive pay of 1% of base pay per hour. The employee must:

- (1) Have an associate degree from an accredited college or university in an eligible course of study; or

To receive the educational incentive, pay of 2% of base pay per hour, the Public Works Employee must:

- (2) Have a bachelor's degree from an accredited college or university in an eligible course of study.

The member must provide an official transcript and diploma which is approved by the Department Head.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 12 day of March, 2019.

CITY OF PORT ORCHARD


TEAMSTERS LOCAL #589

  
ROBERT PUTAANSUU, MAYOR

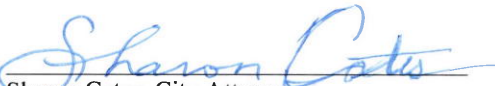


  
MARK FULLER, BUSINESS REPRESENTATIVE

ATTEST:

  
Brandy Rinearson, MMC, City Clerk

APPROVED AS TO FORM:

  
Sharon Cates, City Attorney



APPENDIX "A"  
February 27, 2019 THROUGH DECEMBER 31, 2021

Rates of pay shall be as follows:

For Fiscal Year 2019 the new rates shall go into effect February 27, 2019.

For Fiscal Year 2020 and 2021 the new rates shall go into effect January 1 of the pay rate year.

Public Works Foreman			Public Works Personnel		
Steps	Years	2019	Steps	Months	2019
1	Hourly Rate	38.27	6	30 months	32.52
			5	24 months	28.67
<b>Water, Sewer or Stormwater Coordinator</b>			4	18 months	27.48
Steps	Months	2019	3	12 months	26.26
7	5 years	34.46	2	6 months	25.14
6	4 years	33.49	1	Starting Pay	24.09
5	3 years	32.50			
4	2 years	31.51	Public Works Laborer*		
3	1 years	30.54	Steps	Years	2019
2	6 months	29.54	7	5 years	22.04
1	Starting Pay	28.55	6	4 years	21.50
			5	3 years	20.98
<b>Public Works Mechanic or Electrician</b>			4	2 years	20.47
Steps	Months	2019	3	1 years	19.97
3	12 months	33.50	2	6 months	19.48
2	6 months	31.09	1	Starting Pay	19.00
1	Starting Pay	30.06	*City will hire no more than 2 FTE's during this contract period		

Effective January 1, 2020 the rates of pay for 2020 shall be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bellevue area for that period from June, 2018 to June, 2019, as is specified by the Bureau of Labor Statistics, United States Department of Labor; provided, however, the COLA increase shall not be less than two percent (2%) nor more than four percent (4%).

Effective January 1, 2021 the rates of pay for 2021 shall be increased by one hundred percent (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) (1982-1984=100) for the Seattle-Tacoma-Bellevue area for that period from June, 2019 to June, 2020, as is specified by the Bureau of Labor Statistics, United States Department of Labor; provided, however, the COLA increase shall not be less than two percent (2%) nor more than four percent (4%).

**APPENDIX "B"**

**March 1, 2019 THROUGH DECEMBER 31, 2021**

**Medical Benefits for Full Time Employees:**

**Employee Premiums for AWC Health First 250 and Kaiser Permanente**

Full-time employees shall be responsible for paying a portion of the total monthly premium for the subject medical plan by payroll deduction. The employees' share of the monthly premium shall be based on a numeric percentage of the total cost of the monthly premium for the subject plan (including the cost to insure dependents, if applicable).

The monthly dollar amount employees are required to pay for each of the subject medical plans will be calculated using the employee premium percentage (as represented by the table) multiplied by the medical premium per year:

<b>AWC Health First 250</b>	<b>2019 Employee Premium \$/Month</b>	<b>2019 Employee Premium %</b>	<b>2020 Employee Premium %</b>	<b>2021 Employee Premium %</b>
Employee only	\$59.46	8%	9%	10%
Employee and Spouse	\$119.41	8%	9%	10%
Employee and Spouse and 1 Dependent	\$148.95	8%	9%	10%
Employee and Spouse and 2 Dependent +	\$173.37	8%	9%	10%
Employee and 1 Dependent	\$88.99	8%	9%	10%
Employee and 2 Dependents	\$113.41	8%	9%	10%
Employee and 3 Dependents	\$113.41	8%	9%	10%
<b>Kaiser Permanente \$20 copay/\$200 deductible</b>	<b>2019 Employee Premium \$/Month</b>	<b>2019 Employee Premium %</b>	<b>2020 Employee Premium %</b>	<b>2021 Employee Premium %</b>
Employee only	\$48.62	8%	9%	10%
Employee and Spouse	\$96.44	8%	9%	10%
Employee and Spouse and 1 Dependent	\$120.84	8%	9%	10%
Employee and Spouse and 2 Dependent +	\$145.23	8%	9%	10%
Employee and 1 Dependent	\$73.02	8%	9%	10%
Employee and 2 Dependents	\$97.42	8%	9%	10%
Employee and 3 Dependents	\$97.42	8%	9%	10%

**HRA/VEBA:**

For those full-time eligible employees who are offered and enroll in the AWC Health First 250 or Kaiser Permanente plans:

The employer shall establish and enroll employees in an HRA/VEBA account starting with their first covered month. The employee shall be responsible for all fees charged by HRA/VEBA for his/her respective account. The employer shall deposit for those employees that meet the criteria above, on a monthly basis, amounts as established below:

<b>VEBA Contributions per month</b>			
	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Health First 250</b>			
<b>Employee Only</b>	\$ 15	\$ 25	\$ 35
<b>Emp/Spouse</b>	\$ 25	\$ 40	\$ 55
<b>Employee Spouse /1 Dependent</b>	\$ 35	\$ 55	\$ 75
<b>Employee Spouse/ 2 Dependent +</b>	\$ 40	\$ 60	\$ 80
<b>Employee and 1 Dependent</b>	\$ -	\$ 10	\$ 20
<b>Employee and 2 Dependents</b>	\$ -	\$ 15	\$ 30
<b>Employee and 3 Dependents</b>	\$ -	\$ 15	\$ 30
<b>Kaiser Permanente \$20 Co-Pay/\$200 Deductible</b>			
<b>Employee Only</b>	\$ 20	\$ 25	\$ 30
<b>Emp/Spouse</b>	\$ 35	\$ 45	\$ 60
<b>Employee Spouse /1 Dependent</b>	\$ 35	\$ 50	\$ 65
<b>Employee Spouse/ 2 Dependent +</b>	\$ 40	\$ 60	\$ 80
<b>Employee and 1 Dependent</b>	\$ 10	\$ 20	\$ 30
<b>Employee and 2 Dependents</b>	\$ 10	\$ 20	\$ 30
<b>Employee and 3 Dependents</b>	\$ -	\$ 10	\$ 20

**Well City Incentive Program:**

For those full-time eligible employees who are offered and enroll in the AWC Health First 250 or Kaiser Permanente plans:

The City participates in the AWC Well City Wellness Program. Each year AWC awards a discount off medical premiums for cities that participate and receive the Wellness Award. The City encourages employees to participate in wellness activity throughout the year to promote health and wellness. Those employees who are enrolled in the AWC Health First 250 or Kaiser Permanente plans during January 1st of the awarded year will be eligible for a wellness incentive bonus to be deposited to their established HRA/VEBA accounts. If an employee doesn't have an HRA/VEBA account already established, the employer shall establish and enroll said employee in an HRA/VEBA of the City's choosing. The employee shall be responsible for all fees charged by HRA/VEBA for his/her respective account.

The employer shall deposit \$100 for each eligible employee as described above on an annual basis.

## WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

### COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City Of Port Orchard Public Works

Teamsters: Local 589

Employer Name

Labor Organization (Union) Name

216 Division street

PO Box 4043

Address

Address

Port Orchard WA 98366

Port Angeles WA 98363

City State Zip Code

City State Zip Code

### COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2019 to: December 31, 2021

New Account  Renewal — Account No. \_\_\_\_\_ Approximate No. of Covered Employees 18

### INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) \_\_\_\_\_

Employer is:  Public Entity  Corporation - State of \_\_\_\_\_  Partnership  Sole Proprietorship  LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: \_\_\_\_\_

### BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Z	\$
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical	\$
Dental Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 130.50
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental	\$
Vision Plan	<input checked="" type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change.

### EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 19 based on employment in the prior month.

**Important:** Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

### EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer

For Union

Title/Assn Mayor of Port Orchard

Date 2/20/19

Title Secretary Treasurer

Date 2/24/19

**ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

**REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

**TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

**ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

**APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamsters Welfare Trust

# WASHINGTON TEAMSTERS WELFARE TRUST

## SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

*(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)*

## WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

### COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

City Of Port Orchard Public Works

Teamsters: Local 589

Employer Name

Labor Organization (Union) Name

216 Division street

PO Box 4043

Address

Address

Port Orchard WA 98366

Port Angeles WA 98363

City State Zip Code

City State Zip Code

### COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2019 to: December 31, 2021

New Account

Renewal — Account No. \_\_\_\_\_

Approximate No. of Covered Employees 18

### INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) \_\_\_\_\_

Employer is:  Public Entity  Corporation - State of \_\_\_\_\_  Partnership  Sole Proprietorship  LLC

If Partnership or Sole Proprietorship, provide name/s of the owner or partners: \_\_\_\_\_

### BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)				<u>Monthly Rate</u>		
<b>Medical Plan</b>	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> Z	\$	
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent				\$	
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent					
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	<input type="checkbox"/> E - \$500	<input type="checkbox"/> A - \$400	<input type="checkbox"/> B - \$300	<input type="checkbox"/> C-\$200	<input type="checkbox"/> D-\$100	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only				\$	
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical				\$	
<b>Dental Plan</b>	<input checked="" type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C		\$ 130.50	
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental				\$	
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT				\$ 17.10	
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision				\$	

Will there be any coverage changes before the Collective Bargaining Agreement's expiration?  Yes  No. If yes, attach a Subscription Agreement for each change.

### EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) January, 20 19 based on employment in the prior month.

**Important:** Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

### EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer

For Union

Title/Assn Mayor of Port Orchard

Date 2/28/19

Title Secretary Treasurer

Date 2/24/19

**ELIGIBILITY TO PARTICIPATE IN TRUST**

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust's lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust's policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

**REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

**TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS**

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

**MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer's contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

**ACCEPTANCE OF TRUST AGREEMENT**

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

**APPROVAL OF TRUSTEES**

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date \_\_\_\_\_

\_\_\_\_\_  
Administrative Agent  
Washington Teamsters Welfare Trust



# WASHINGTON TEAMSTERS WELFARE TRUST

## SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

*(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)*

Memorandum of Understanding  
Amended to the AGREEMENT by and between  
  
CITY OF PORT ORCHARD, WASHINGTON  
and  
TEAMSTERS LOCAL NO. 589  
(Representing the Public Works Employees) dated  
January 1, 2019 through December 31, 2021

THIS AMENDMENT is supplemental to the AGREEMENT by and between the CITY OF PORT ORCHARD, WASHINGTON (the "City") and the TEAMSTERS LOCAL NO. 589 (the "Teamsters") (representing the Public Works Employees), dated January 1, 2019 through December 31, 2021.

WHEREAS, the Fair Labor Standards Act of 1938 (FLSA) and the Washington Minimum Wage Act (MWA) regulate overtime pay; and

WHEREAS, the City's agreement with the Teamsters contains language that could be interpreted as being contrary to certain requirements of the FLSA and the MWA; and

WHEREAS, the City and the Teamsters strive to comply with federal and state law, and in an abundance of caution have agreed to remove this potentially problematic language; and

WHEREAS, RCW 2.36.150 provides that payments received by jurors from the court for each day's attendance constitute "expense payments"; and

WHEREAS, the City had previously adopted a City policy providing that employees who receive such jury duty "expense payments" may keep the payment check; and

WHEREAS, the City did not make this administrative correction during contract negotiations to establish a consistent practice across the City;

NOW THEREFORE, the City and the Teamsters have entered into this Memorandum of Understanding ("MOU") to revise Article 8.4 and Article 15.1 of the contract to read as follows:

- 8.4 **CALLBACK** - Should an employee be called for duty other than the regular shift, such employee shall receive one and one-half (1 ½) times his/her hourly wage for work performed with a minimum of two (2) hours of overtime pay. This shall include street sweeping and anti-icing assignments performed outside of the regular workday. Call back time shall include direct travel from home to work and work to home. If the employee receives a work related telephone call at any time other than the scheduled shift he/she shall receive ten dollars (\$10.00) for such call. If the employee is called out they shall receive callback pay only. The telephone call pay shall not apply to calls from SCADA. For purposes of this section, stand by duty is not considered a "scheduled shift".

15.1 CIVIL LEAVE - Any necessary leave may be allowed by the director of the department to permit any employee to serve as a member of a jury or to exercise his other civil duties. Each employee who is granted such leave and who, for the performance of the civil duties involved, received any compensation shall be paid by the Employer for the time they are absent. The City does not require employees to remit payments for jury duty service to the City, including for periods of paid leave. If an employee is summoned for jury duty and the department director determines it would adversely impact Employer operations if the employee was on jury duty, then the employee shall cooperate with the Employer in attempting to be excused from jury duty. If the attempt to be excused from jury duty is unsuccessful, then the employee will work with the Employer to change the jury duty dates to a time that does not significantly impact Employer operations.

TEAMSTERS LOCAL NO. 589

  
\_\_\_\_\_  
Mark Fuller, Secretary/Treasurer

11/20/19  
\_\_\_\_\_  
Date

CITY OF PORT ORCHARD

  
\_\_\_\_\_  
Bek Ashby, Mayor Pro-Tem

11-19-19  
\_\_\_\_\_  
Date