AGREEMENT

BY AND BETWEEN

CITY OF SEQUIM, WASHINGTON

AND

TEAMSTERS LOCAL NO. 589

(POLICE OFFICERS)

October 1, 2026 through DECEMBER 31, 2029

CITY OF SEQUIM

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A G R E E M E N T

BY AND BETWEEN
CITY OF SEQUIM, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION NO. 589

(Representing the Police Officers)

PREAMBLE

This Agreement is made and entered into by and between the CITY OF SEQUIM, hereinafter referred to as the "Employer" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union".

Article 1.

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time Law Enforcement non-supervisory Police Officers.

Article 2.

UNION SECURITY

2.1 Notification of New Hires. The Employer agrees to notify the Union within five working days when new employees subject to this Agreement are hired, which satisfies RCW 41.56.037 as enacted or amended.

2.2 Dues Deduction Procedure. The Employer will 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 will provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend, and hold the Employer harmless from and 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 any relevant statute of limitations for such claim, suits, orders, and judgments have passed. The employee's dues deduction authorization remains in full force and effect for a maximum of 30 calendar days after the employee provides written notice revoking such authorization to the

Employer and the Union. The Union may give the Employer 30 days' written notice to discontinue dues check-off.

Article 3.

MANAGEMENT RIGHTS

3.1 The Employer retains the exclusive right to reserve all powers and authority to manage its operations in an effective manner, subject only to the limitations expressly stated in this Agreement. The following management rights and responsibilities are examples, not intended as all-inclusive:

- Determine the Employer and Department's mission, policies, and service standards.
- Establish, enforce, and modify reasonable rules and regulations for the operation of the Employer and the conduct of its employees.
- Determine and change Employer or Department budget, methods of operation, procedures, location, facilities, materials, technology, and equipment.
- Recruit, hire, lay off, promote, assign, classify, evaluate, appoint, transfer, discipline, discharge, or suspend employees in accordance with City of Sequim Policies and this Agreement.
- Determine the number of personnel and their work groups, assignments, schedules, methods, and processes for performing work.
- Determine and revise mental, physical, and performance standards.
- Schedule and assign work, including overtime, and determine the duties to be performed by employees in a manner most advantageous to the Employer and consistent with requirements of municipal employment, personnel, and public safety.
    - Individuals may perform other duties as assigned including work in functional areas to cover absence or relief, to equalize peak work periods, or otherwise to balance workload.
- Determine the need for additional education courses, training programs, on-the-job training, or class training, and assign employees to such duties for periods to be determined by the Employer.
- Take any action as may be necessary to carry out the mission of the Employer and to deal with emergencies as declared by the Emergency Management Director, Mayor, City Manager, County, Governor, or President.

3.2 It is understood that all rights, powers, and authority the Employer had prior to the signing of this Agreement are retained by the Employer. The Employer agrees those Employer rules, regulations, policies, and procedures adopted that

affect working conditions and performance may be subject to the grievance procedure as to whether there has been a violation of such rule, regulation, policy, or procedure. If there is a conflict between the terms of this Agreement and any City of Sequim rule, regulation, or policy, the terms of this Agreement govern.

3.3 The Employer agrees that for the life of this Agreement, it will not subcontract or outsource bargaining unit work, except as historically been Employer's practice, without first notifying the Union of its plans, meeting with the Union representatives and exploring alternatives with the Union that would meet the Employer's interests. The Employer and the Union will discuss the effects of any such decision upon employees covered by this Agreement.

3.4 The above-referenced provisions do not entitle Employer to make unilateral changes in wages, hours, or working conditions that are determined to be mandatory bargaining subjects pursuant to RCW 41.56.

3.5 The City's Drug-free and Alcohol-free Workplace Policy, which applies to all employees, is contained within the City's Personnel Policy.

Article 4.

NO STRIKES

Neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them will incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage against the Employer of any nature whatsoever during the life of this Agreement for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert the same.

Article 5.

NON-DISCRIMINATION

5.1 There will be no discrimination against any employee because of race, sex, age, religion, national origin, or mental or physical disability, unless lawfully based on a bona fide occupational qualification.

5.2 Employees will not be unlawfully discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided, however, that such activity will not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

Article 6.

SENIORITY

6.1 The Employer will provide a seniority list which will be brought up to date prior to January 1 of each year, and immediately posted thereafter for a period of not less than 30 days and a copy will be delivered to the Union. Employees hired simultaneously will be listed according to Civil Service standings, the employee having the highest score listed first. Seniority will be defined as the length of service as a full-time employee with the Sequim Police Department including probationary service. Any employee who has worked in another city assignment retains rights to accrued vacation, sick leave, and any other accrued benefits based on the original date of employment with Employer.

6.2 **Shift Sign-up, Vacations and Overtime.**

6.2.1 Employees will be provided with a shift bid sign-up for the annual schedule prior to the beginning of each year and employees in the order of their seniority will be allowed to choose their preferred shift rotation.

(1) The City may schedule a day shift for evaluation of probationary employees who may be assigned on to and off of a probationary day shift during their probationary period. In the application of this Section, the City agrees to make every reasonable effort to avoid an adverse impact on non-probationary employees rotated to a day shift through normal shift rotation.

6.2.2 Employees will sign up by February 1 of each year for planned vacation for that year. Those approved vacation schedules may only be changed with prior approval of the Employer. After February 1, Employer approval of vacation requests will be based on the operational needs of the Department and granted in the order of the submitted requests, not by seniority.

6.2.3 Each overtime opportunity will be offered to available employees in order of seniority until all employees have the opportunity to choose or decline the assignment. If there is a choice of more than one officer working a shift extension, seniority will be the tie-breaker. The Employer reserves the right to hold over employees for operational purposes.

6.2.4 The Employer may determine in some circumstances that special skills are required for certain work assignments and that qualified employees with the specific work skills will be given the overtime assignment.

6.2.5 Sergeants may also work overtime or extra duty time if police officers are unavailable.

6.3 **Break in Seniority.** Seniority will be broken only by discharge for cause, voluntary resignation, or a layoff exceeding 24 months. Any absence for any reason which exceeds 24 months will be considered a separation and break in seniority absent an agreement between the Union and Employer otherwise. A resignation and subsequent reemployment within the Bargaining Unit by the Employer with less than a 24-month absence will not be considered a break in seniority.

6.4 **Layoff**. Whenever it becomes absolutely necessary through lack of finances or for any other reasonable cause to reduce the number of employees of the bargaining unit, reductions will be carried out in the following order:

1. Temporary appointees;
2. Employees who volunteer for layoff;
3. Probationary (new employees);
4. Permanent employees in the order of length of service; the one with the least service being laid off first.

The Employer may lay off out of the regular order, upon showing of necessity therefore, in the interest of efficient operations of the Department, after giving any employee or employees affected an opportunity to be heard. If an employee who is laid off out of the regular order of seniority disagrees with the Employer's showing of necessity, they may appeal directly to the Civil Service Commission.

6.5 **Recall.** Laid off employees will be eligible for available positions for a 24-month period following their layoff. They will retain but not accrue seniority during this period. When the Employer intends to rehire after layoff, it will send notice of its intent to rehire to the employee(s). Said notice will be sent certified mail to the last known address contained in the Employer's records. The laid off employee will have 14 days from the date of mailing of such notice to advise the Employer in writing, that they intend to accept the offer of rehire. The employee will then report for duty on the date of rehire set forth in the notice, which date will be no fewer than three weeks from the date of mailing of the notice. The Employer will have no obligation to rehire a laid off employee if they fail to provide the Employer with written notice of acceptance within the 14 day deadline referred to above or thereafter fail to report for duty on the date of the rehire set forth in the notice. Employees will ensure that the Employer has their current address.

6.6 **Failure to Pass Promotion Probation**. In the event an employee is promoted to a higher position outside the bargaining unit and then fails to successfully complete probation, the employee will have the right to return to their prior position retaining all accrued seniority since date of employment.

Article 7.

PROBATIONARY PERIOD

7.1 All employees appointed to a position in the classified service of the Employer will serve a probationary period as follows:

For new hires - from date of hire until 12 months after completion of the police academy which may be extended.

For lateral transfers - 12 months from date of hire which may be extended.

The probationary employee is an employee at will and may be disciplined, suspended or discharged without cause and without appeal to the grievance procedure at any time during the probationary period.

7.1.1 All new hires will receive their first step increase after 12 months of service. Subsequent pay steps will advance each additional 12 months of service until reaching Step E.

7.1.2 The probationary period for promotional appointments will be 12 months. If an employee does not complete the probationary period with or without extensions, they will be reinstated to their previously held position if possible or unless employment is terminated as provided in this Agreement.

7.1.3 The Parties agree that the Employer may, in lieu of terminating or demoting a probationary employee, extend the probationary period by 90 calendar days by giving the employee a notice, in writing, prior to the expiration of the employee's current probationary period. No employee shall incur more than 2 extensions of their Probationary period.

7.1.4 The Employer reserves the right, subject to the exclusive discretion of the Employer, to discharge any person during the probation period, without warning notice or right of appeal.

7.1.5 Employees employed or promoted prior to January 1, 2027 serving probation shall continue the probationary terms of the 2024-2026 Agreement.

7.2 Promoted employees will be paid at a salary step in the higher classification that grants the employee no less than a 10% increase over the monthly wage earned in the range and step from which the employee was promoted.

7.3 Except as provided in Article 7 for probationary employees, all employees of this bargaining unit, in addition to being governed by this Agreement, will also be covered by the personnel policies established by the Employer any subsequent

personnel policies that may be published, and the City's Civil Service Rules, as long as they do not conflict with this Agreement. In case of any conflict, this Agreement will be the ruling policy for the employees covered by this Agreement.

7.4 Lateral officers may be hired at any step within the current agreement, and may use hiring/signing bonuses or other concessions as incentive for recruitment. Such inducements and concessions shall be included in the offer or employment to the Laterally transferring officer. "Other Concessions" is limited to recognition of "time in service as a Law Enforcement Officer" such as rate of vacation accrual, starter vacation bank of up to 80 hours, equipment items and related non-cash incentives. Other Concessions shall not include a concession that would violate the seniority rights of other Bargaining Unit members.

Article 8.

HOURS OF WORK AND OVERTIME

8.1 **Hours of Work.** The normal work week will consist of five consecutive days of work, 40 hours per week. Eight hours will constitute a day's work. Within the scheduled workday, a 30 minute lunch period will be taken approximately halfway through the work day. Employees will receive two 15 minute rest periods, one during the first half of their shift and a second during the last half of their shift. The Employer currently has established a work week that consists of four consecutive days of 10 consecutive hours (4/10 work week) for patrol operations and a special assignment schedule of five consecutive nine hour workdays with the following week consisting of four consecutive days, three with nine hour workdays and the fourth an eight hour workday. The Employer reserves the right to schedule the work week in order to meet the needs of the Employer. Schedule changes will be made with reasonable notice of 14 days or more unless prevented by circumstances beyond the Employer's control such as disability or illness or unless the affected employee agrees.

8.1.1 The workday may be altered and/or flextime arrangements made by the Employer with the approval of the employee to allow for shift trades, for scheduled officer training and in circumstances that provide for enhanced officer safety and performance. When schedule changes for these purposes are made, the employee will not be eligible for overtime. Schedule changes will be made with reasonable notice of seven days or more.

8.2 **Overtime.** Except as noted in Section 8.1.1 above, if an employee is required to work outside of their normally scheduled shift, they will be compensated at the rate of time and one-half their regular rate of pay. Overtime will be paid to the nearest quarter hour. All overtime will be first approved by the supervisor or the

City Manager. Should an employee take time off without pay, upon approval of the Department Head, no overtime will be paid for making up for such time off.

8.2.1 Employees will consider necessary overtime assignments as a normal part of employment.

8.2.2 The planning and scheduling of overtime will be the exclusive function of management.

8.3 **Compensatory Time Off.** Employees may take compensatory time off at the rate of one and one-half hours off per hour of authorized overtime worked in lieu of overtime pay.

8.4 **Training.** When an employee is directed by the employer to attend training, it is understood that the employee is attending the training for the benefit of the employer, and that the employee is not free to ignore the directive to attend such training, nor is the employee free to pursue other non-work related interests, during such time spent by the employee traveling to or from the training. In those cases where the training necessitates employee travel, all such time spent traveling to and from the training, will be paid time.

8.5 **Time Between Shifts.** All employees will have eight hours minimum time-off/turn-around time between shifts. If due to the Employer's scheduling requirements an employee has fewer than eight hours off, then the employee will receive pay at a rate of time and one-half for the time worked that is less than eight hours from the time the last shift ended.

Article 9.

STANDBY/ONCALL TIME

9.1 Employees required to be on standby time or oncall will be guaranteed one hour pay at their regular rate for each day of standby or oncall. To be eligible for standby/oncall pay the employee is expected to respond on-duty under normal conditions within 45 minutes.

9.2 Employees contacted by telephone or other electronic device during standby or time off, and are asked to provide information beneficial to the employer will be compensated at their premium rate of time-and-one-half, as applicable with a fifteen (15) minute minimum. Routine communications such as overtime opportunities or assignments are not eligible for compensation under this section.

Article 10.

CALL-BACK

10.1 An employee called to work or required to attend court on behalf of the Employer outside their regular work schedule, including Holidays, will be paid a minimum of three (3) hours at the premium rate of time and one-half. This Article will not apply to early call out or an extension of the regular shift. Any time worked over three hours will be paid for actual hours worked.

10.2 Employees contacted by telephone or other electronic device during standby or time off, and are asked to provide information beneficial to the employer will be compensated at their premium rate of time-and-one-half, as applicable with a fifteen (15) minute minimum. Routine communications such as overtime opportunities or assignments are not eligible for compensation under this section.

10. 3 Minimum call back time does not apply when employees are called back to correct their own work deficiencies. However, hours will be paid at actual hours worked.

Article 11.

WAGE RATES

11.1 The parties have agreed to the following pay increases for the duration of this Agreement. See attachment in Appendix A.

11.1.1 Effective October 1, 2026, increase current wage table 7 %.

11.1.2 Effective January 1, 2027, increase wage table 8%

11.1.3 Effective January 1, 2029, increase wage table 4%.

11.2 Longevity will be paid to all regular full-time employees as follows:

---On completion of 5 years:	2% of base monthly salary
---On completion of 10 years:	4% of base monthly salary
---On completion of 15 years:	6% of base monthly salary
---On completion of 20 years:	8% of base monthly salary

11.3 Longevity premiums will be paid beginning with the first full pay period following the completion of the eligibility requirements.

11.4 Educational Incentive Pay is 2% of base monthly salary for an Associate Degree and 4% of base monthly salary for a Bachelor's Degree. At any point after hire, if an employee becomes eligible for Educational Incentive Pay, the wage will be

updated accordingly beginning with the first full pay period following submission of proof to Human Resources.

11.5 Higher Classification Pay and Assignment. The Employer may temporarily assign an employee work in a higher classification which will be paid for actual working hours at the beginning step of the higher class or a 10% increase of their present salary, whichever is greater. In order to qualify for higher class pay, all of the following must occur:

11.5.1 The Department Head must assign the employee to the higher class.

11.5.2 The position must be assigned a minimum of eight or more consecutive hours in the higher class to qualify for higher class compensation.

11.6 Regular police work will be offered to Police Officers prior to using Special Commissioned Officers or Police Reserves.

11.7 When an employee is placed in a higher classification, they will serve 12 months at the step assigned before advancement to the next step.

11.8 Special Duty Assignments. Employees selected for the position of Field Training Officer will receive one additional hour of paid compensation at the employee's regular rate of pay for the days they are actually training Police Officers (including Reserves).

11.8.1 For each scheduled day of work, employees serving as members of the K-9 Unit will receive one additional hour of premium pay based on the employee's current hourly rate paid at time-and-one-half (1½) .

Article 12.

VACATIONS

12.1 Vacation schedules will be determined by mutual agreement, but effort will be made to accommodate the desires of personnel subject to the following general rules:

12.1.1 Vacation schedules must be finalized by February 1 of each year and may be changed only by securing prior approval from the Employer. Selection will be determined by seniority of employee.

12.1.2 Vacation will be computed for each employee in proportion to hours compensated during the preceding year; provided, however, that an employee, to be eligible for any vacation benefit, must have been compensated at least 832 hours during the preceding year.

Vacations with pay will be granted to regular full-time employees on the following basis:

HOURS

Months of Service	Per Year	Per Month
00-12	80	6.67
13-48	100	8.34
49-108	120	10
109-180	160	13.33
181+	200	16.67

12.2 Vacation credit will be earned but will not be available for use until the employee has worked for the Employer at least six months. In the case of employment for six months or longer, upon termination of employment, employees will receive all vacation time earned and not yet taken.

12.3 Annual conversion of vacation – If elected during the annual sign-up period as outlined in Article 6.2, and after taking 40 hours of continuous vacation, an employee may elect to convert up to 40 hours (but no fewer than 8 hours) up to two times per calendar year accrued vacation leave to monetary compensation or a qualified deferred compensation plan, provided the vacation leave bank does not go below 40 hours after the cash-out. The employee must provide the written requests for vacation conversion to the Finance Director via chain of command.

Article 13.

POOLED TIME-OFF BANK

13.1 A Pooled Time-Off Bank will be established for each employee. Pooled Time-Off will accrue as follows:

All monthly vacation accruals as provided in Article 12 – Vacations

All Comp-time hours as provided in Article 8 – Hours of Work

13.2 The maximum total accrued hours in the Pooled Time-Off Bank will be 360 straight-time hours. Any vacation hours in excess of this maximum accrual will be lost. Any overtime earned which if converted to Compensatory Time-Off would exceed this maximum, will be paid out as provided in Article 8 – Hours of Work.

13.3 Subject to Department Head approval and the operational needs of the Department, Pooled Time-Off may be taken in less than one-week increments where the employee provides the Department Head with a written request, at least three calendar days in advance of the vacation time request.

Article 14.

HOLIDAYS

14.1 In the event Christmas Eve falls on a normal workday -- at the Employer's discretion – City Facilities may be closed to the public at noon. Nonessential employees may choose to remain at work or take Leave Without Pay, Vacation, or Compensatory Time.

14.2 The following schedule of paid holidays will be observed:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
	Floating Holiday

14.2.1 Beginning January 1, 2027 All Bargaining Unit employees shall work on any holiday occurring on their scheduled day of work. I.e., if an employee is working a M-Th workweek and a holiday occurs on a Monday the employee shall work the holiday at the proscribed premium rate unless on some form of approved leave.

14.2.2 If an employee is scheduled to work on a named holiday, the employee will receive pay at the premium rate of time and one-half for all hours worked on the holiday.

14.2.3 Holidays are the actual day of the week for the designated holiday, not "City observed" day (i.e., if July 4 is a Saturday, the premium pay is for work performed on that Saturday).

14.2.4 The Floating Holiday shall not be an observed (time off) holiday. Bargaining Unit members may schedule Vacation of other eligible paid time off for any day they wish to observe as a day away form work with pay.

14.2.5 In December of each year, employees will receive the financial equivalent of 104 hours of holiday pay (12 named holidays plus one floating holiday = 104 hours).

14.2.6 In the event of an employee midyear onboarding or separation all observed but unpaid holidays shall be paid in the final accounting.

14.2.7 In the event the City should encounter added cost or issues with DRS the Parties shall meet to resolve the issues consistent with the intent of this section.

14.3 Prior to January 1, 2027 If a full-time employee elects to take time off on a holiday that they are scheduled to work, they will be paid 8 hours of holiday pay.

14.3.1 However, if a full-time employee's straight-time workweek schedule during a holiday week is reduced by an Employer-prescribed shift schedule, the Employer will "top up" the employee pay so they receive 40 hours of straight time compensation in the holiday week without using any employee accrued paid time. This "top up" does not apply if the reduction in the 40 hours of straight-time pay results from the Employer accommodating an employee request for time off

14.3.2 Any employee working on any of the above named holidays, except the Floating Holiday, will receive compensation at the premium rate of time-and-one-half (1 ½ X).

14.3.3 As a condition to receiving holiday pay for the above-mentioned holidays, an employee must be in paid status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless excused by the Employer.

14.4 When an employee is called in to work on a holiday or after completion of their regular shift, Article 10 shall apply.

14.5 An employee must notify the Department Head or their designee seven days in advance of the date requested to take the floating holiday. To be eligible for the floating holiday, an employee must have completed six months of their probationary period.

Article 15.

SICK LEAVE

15.1 Regular full-time employees accumulate sick leave at the rate of eight hours for each month in which an employee is in pay status for 15 or more calendar days or one hour for every 40 hours worked, whichever is greater. Employees are entitled to use sick leave after 30 days of employment.

15.1.1 Regular part-time employees working a fixed schedule will accumulate sick leave on a prorated basis, based on a percentage of FTE. Part-time employees not working a fixed schedule will accumulate sick leave at the rate

of one hour for every 40 hours worked or in proportion to the number of hours the employee is scheduled in writing to work, whichever is greater. Sick leave so granted and not used, accrue to the credit of each such employee.

15.1.2 Accruals may be carried over to a maximum of 1,440 hours. Hours accrued in excess of that amount will not be carried over to the subsequent year.

15.2 Employees hired prior to January 1, 2013 will be paid accrued sick leave at the rate of 50% payback at the time they are disabled, resign with two weeks of notice, or at the time of retirement. Employees hired after January 1, 2013 will be paid 50% of up to 750 hours of accrued sick leave at the time they become disabled, or at the time of retirement. However, nothing prevents an employee from accruing up to 1,440 hours.

15.3 If an employee is terminated for cause, there will be no payback for accrued sick leave.

15.4 Sick leave pay is payable at the rate of one day's pay (or portion thereof) for each day (or portion thereof) of absence due to bona fide illness, injury, doctor or dentist visit, or other use as authorized under RCW 49.46.210 as enacted or amended. The Employer may request verification for absences longer than three consecutive days.

15.5 Sick leave benefits apply only to those authorized under RCW 49.46.210 as enacted or amended. Absences due to work-related injury and covered by L&I (Workers Compensation) are handled per section 15.8.

15.6 Repeated application for sick leave without just cause, false application, or the furnishing of any false information with reference thereof by any employee, is hereby declared to be grounds for suspension without pay or loss of employment at the discretion of the Employer.

15.7 An employee who is collecting Worker's Compensation temporary disability benefits will not receive sick leave benefits as provided herein. However, if such Workers Compensation temporary disability benefits are less than the amount of sick benefits provided herein for such period, such employee will, at their discretion, receive accrued sick benefits in addition to such Workers Compensation temporary disability benefits in an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided herein.

15.7.1 As an alternative to the above, an employee may elect in writing, upon receipt of the first L&I check, not to retain the L&I checks and to be paid totally from accrued paid leave available (sick, vacation, comp-time). The

employee must turn over all L&I checks to the Employer to be used to refill the depleted leave accounts in the same proportion as used by the employee.

15.7.2 Once the decision has been made to turn over all L&I checks to the Employer, that decision will be irrevocable regarding all checks received for absences due to that particular injury or illness.

15.8 **Statutory Benefit Mandates**

15.8.1 The Employer and the Union agree that whenever Federal, State, or Local laws require the Employer to provide benefits not negotiated by the parties to this Agreement, such benefits will be administered in accordance with the enactment; and to the extent permitted, the Employer and employee will contribute to the cost of such non-negotiated benefit.

15.8.2 Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.

Article 16.

BEREAVEMENT LEAVE

16.1 An Employee who has a death or for a single occasion a critical illness where death appears imminent in their immediate family will be granted up to three workdays off with pay at the employee's regular rate of pay. (Immediate family for the purpose of this Article will be defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law, and father-in-law).

16.2 When approved by the Department Head, an extension of a bereavement leave or critical illness where death appears imminent, either without pay or by using accumulated vacation leave, sick leave, or compensatory time, may be granted for the employee where conditions necessitate it. An employee will not be entitled to both bereavement leave pay and holiday pay.

Article 17.

LEAVE WITHOUT PAY

17.1 Excluding approved military leave, a leave of absence without pay is permitted by the Employer under certain circumstances and after all other paid leave benefits are exhausted. The Employer reserves the right to grant, modify, or deny any leave of absence without pay requests.

17.1.1 All Requests for leave without pay must be approved by the City Manager.

17.2 A leave of absence without pay is a privilege the Employer may extend to regular full-time and regular part-time employees, for specific periods of time, on a case-by-case basis. Such leaves may be granted for medical, personal, or educational reasons.

17.3 A leave of absence without pay must be requested in writing on the appropriate form obtained from and submitted to the Department Head as soon as the need for such leave is known. The request will contain the reason for the leave and the expected duration of the requested time off, together with the date the employee will return to work. If the leave is medically related, a letter from the attending physician must accompany the request.

17.4 During a leave of absence without pay, the employee will be required to pay the necessary health premiums, if continued coverage is requested by the employee. The Employer will assist the employee in the options for continued health coverage.

17.5 The employee's anniversary date of employment will be adjusted equal to the duration of the leave of absence, if such leave extends beyond 30 days.

17.6 Failure of the employee to return from an approved leave of absence without pay or to make other arrangements acceptable to the City Manager will result in termination of the employee, unless unique circumstances exist, as determined by the City Manager.

17.7 If the leave of absence is six months or less, the Employer will hold the employee's position open if possible. For leaves beyond six months, the position may be filled and the employee placed on a rehire list for future vacancies in the classification held prior to the approved leave of absence without pay.

Article 18.

RIGHT OF ACCESS - BULLETIN BOARDS

18.1 Duly authorized representatives of the Union will be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business. However, the Union Representative must first secure approval from a designated Employer representative and no interference with the work of employees or the proper operation of the Employer can result.

18.2 The Employer agrees to provide bulletin board space for posting of official Union notices which will be signed by a responsible agent of the Union.

Article 19.

SHOP STEWARD

19.1 Shop Stewards will report to the Union and the Employer any alleged violations of this Agreement and any complaints by members thereof and will assist in the handling of grievances. The discussion of Union business and the investigation of grievances will take place during the employee's free time or before or after shift. In the event the investigation of grievances is not possible during the employee's free time or before or after shift, the Shop Steward will be allowed a reasonable amount of time with pay during working hours to perform such function, provided that a supervisor has been notified in advance and that the employee involved can be spared at the time.

19.2 Shop Stewards who actively participate and sit at the table during negotiations will receive a one-time $250 stipend as compensation for time spent in good faith negotiations with the Employer. This stipend is limited to no more than two stewards and is payable in the next full payroll cycle after the City Council ratifies the Agreement.

Article 20.

DISPUTE RESOLUTION

20.1 **Grievances.** A grievance will be defined as any complaint by an individual employee, Employer, or the Union, arising from the interpretation or application of this Agreement. Grievances relating to discipline, suspension, demotion, or discharge for cause of regular employees will be pursued, at the election of the employee or Union, in accordance with the Rules and Regulations as adopted by the Sequim Civil Service Commission or under grievance procedures hereafter set forth, but not both.

20.2 **Informal Settlements Preferred.** Every effort will be made by both parties to settle a dispute at the lowest level of supervision possible prior to reducing the dispute to a formal grievance. Any resolution of a dispute at this level must be consistent with the terms of this Agreement.

20.3 **Time Limits and Steps.** Time limits and steps referred to in this Article must be strictly adhered to unless waived by the mutual consent of both parties in writing. It is the intent of the parties that all procedures set forth herein will be complied with as expeditiously as practicable. The failure of either party to timely process the grievance pursuant to the time limits herein will be deemed a waiver of the right to proceed with the grievance. If the employee fails to comply with time limits and steps, the employee's right to proceed will be waived. If the Employer fails to comply with time limits or steps, the remedy sought by the employee or

union will be implemented. All references to "days" in this Article mean normal business days exclusive of weekends and holidays.

20.4 **Contents of Grievance.** Any written grievance will contain: the employee's name, the date the action causing the grievance occurred, an explanation of the specific action which caused the grievance, identification of the specific Articles and/or sections of this Agreement alleged to have been violated, and the specific remedy requested by the employee.

20.5 **Step One.** The aggrieved employee, or the Union, will submit a written grievance to their immediate supervisor within 10 days of the occurrence which gave rise to the grievance or when the employee should have reasonably had first knowledge of the grievance. Response from the supervisor will be made in writing and delivered to the employee within 10 days of receipt of the original grievance. If there is no resolution within the 10 days, the grievance may then be advanced to the next step.

20.6 **Step Two.** If there is no resolution at Step One, the employee, or the Union, may submit the written grievance to the Police Chief within 10 days of the denial in Step One. The Police Chief will respond in writing and deliver such response to the employee within 10 days of receipt of the written grievance. If there is no resolution within 10 days, the grievance may be advanced to the next step.

20.7 **Step Three.** If there is no resolution at Step Two, the employee, or the Union, may submit the written grievance to the City Manager, within 10 days of the denial in Step Two. The City Manager will respond in writing and deliver such response to the employee within 10 days of receipt of the written grievance. If there is no response within 10 days, the grievance may be advanced to the next step.

20.8 **Step Four.** If there is no resolution at Step Three, the Union or Employer may seek arbitration by mailing a request for arbitration to the Federal Mediation and Conciliation Service for a list of 11 Northwest arbitrators within 10 days of the denial in step three. The parties will alternately strike names until one name remains on the list. The remaining person will be the arbitrator. The order of striking names will be determined by a coin toss. The arbitrator will render a written decision which will be final and binding on all parties. The authority of the arbitrator is strictly limited to the interpretation and/or application of the express provisions of this Agreement. The arbitrator will have no power to add to, subtract from, alter, amend, or change any provision of this Agreement. Each party will bear the cost of its own representation and presentation of their case. The Arbitrator's fee and costs will be paid equally by the parties.

20.9 Notwithstanding any contrary provision above, all DISCIPLINARY grievances will be managed and conducted as required by RCW 41.58.070 or its successor provisions upon their enactment.

Article 21.

DISCIPLINARY ACTION

21.1 Progressive Discipline

21.1.1 Pursuant to Article 7, all new employees are exempt from the balance of this Article during their probationary period.

The Employer will follow the principles of progressive discipline which will include, but will not be limited to:

1. Verbal Warning
2. Coaching and Counseling
3. Written Warning
4. Suspension
5. Discharge

21.2.3 The progressive disciplinary process is further described in the Departmental Personnel Complaint Procedure.

21.2 Depending on the severity of the offense and the work history of the employee, the Employer may commence disciplinary action at any of the above levels of discipline.

21.3 Gross misconduct including but not limited to conviction of a felony, theft of City property, use of alcohol or other controlled substances while on the job, gross insubordination, threats to co-workers, or violation of the City's anti-harassment policies will be subject to immediate termination without warning. The reason for termination will be furnished to the employee in writing and the employee will have an opportunity to respond to the grounds for discipline before a final decision is rendered.

21.4 It is specifically understood and agreed that nothing contained in this Agreement is intended to supersede any matter delegated to the City of Sequim Civil Service Commission by State law or ordinance, resolution, or laws of or pertaining to the City of Sequim, and such Commission will continue to have primary authority over the subjects within the scope of its jurisdiction and authority. Any employee who feels that they were treated unjustly will be afforded the remedies under Article 20 – Dispute Resolution.

21.5 Any employee covered by Civil Service will waive their right to the grievance procedure should they appeal to the Civil Service Commission.

21.6 Notwithstanding any contrary provision above, all DISCIPLINARY grievances will be managed and conducted as required by RCW 41.58.070 or its successor provisions upon their enactment.

Article 22.

HEALTH AND WELFARE

22.1 The Employer will provide the following insurance plans for employees covered by this Agreement who were compensated 80 hours or more during the preceding month for the term of said Agreement:

Washington Teamsters Welfare Trust, Plan A - $1,761
Northwest Teamsters Dental Trust, Plan A - $120.50
Washington Teamsters Vision Trust - $17.10
Disability waivers (9) months - $11.40
Time Loss Plan A - $18.00
Life/AD&D Plan A - $8.60

22.2 The employer will pay 87.5% of the monthly premium for Washington Teamsters Welfare Trust Plans listed above. The covered employees will have the remaining 12.5% withheld from wages.

22.3 The Trust may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology or treatment. If increases are necessary to maintain the current benefits or eligibility as may be modified by the Trustees during the life of the Agreement, as may be determined by the Trustees, the Employer agrees to pay 100% of such increases, in accordance with premium-sharing formula.

22.4 Should the employees, by majority vote, choose to select health and welfare plans so as to maintain or reduce the Employer contribution cap set forth in section 22, such change may be made, subject to the approval of the Employer.

22.5 Any employee who properly executes Appendix B "NOTICE THAT EMPLOYEE DEDUCTION NOT AUTHORIZED" for the period of time that the appropriate Trust only requires the Employer to pay 87.5% of the total contribution and the Trust does not require the employee percentage to be remitted to the Trust, such employee who has properly executed Appendix B will not be obligated for the employee responsibility notwithstanding the Employer contribution of 87.5%.

22.6 RWT-Plus: Teamsters Retiree Medical

Upon ratification, based on the previous month's hours, the employee will pay into the Retiree's Welfare Trust the amount of $94.85 per month on behalf of each employee performing work of the bargaining unit, in a represented classification, who is compensated for 80 hours or more in the preceding month, to provide the RWT-Plus Retiree Medical Plan.

In the application of the terms of this article of the labor agreement by and between Teamsters Local Union No. 589 and the City of Sequim, it is understood that the contributions to the Retirees Welfare Trust (RWT-Plus) Plan will be as follows:

Effective Date (based on preceding month) Contribution Rate (monthly):

1/1/2026	$94.85
1/1/2027	TBD
1/1/2028	TBD
1/1/2029	TBD

The RWT-Plus Retiree Medical Plan will, for the life of the agreement, be funded solely through authorized payroll diversion. In like manner, it will remain the responsibility of the participating employees to fund through payroll diversion any premium increases necessary to maintain this Retiree's Welfare Trust RWT-Plus Retiree medical plan.

Article 23.

FALSE ARREST INSURANCE

The Employer will provide false arrest insurance.

Article 24.

TUITION INCENTIVE PAY

To encourage and improve proficiency of the employees, the Employer encourages the taking of job-related educational courses, after completing probation, with the approval of the appropriate Department Head. The Employer will reimburse 75% of the tuition, fees, and book costs of courses that have been successfully completed. If partial assistance is furnished by another agency, the Employer will provide 75% of the unfunded portion remaining. In any case, the Employer's share will not exceed 75% of total schooling costs. In itemizing costs, an employee will not include their time as a reimbursable expense. Nothing in this section will interfere with the responsibility of the Department Head to require attendance at training seminars or other job-oriented training courses necessary to perform their duties. These will be paid in full by the Employer.

PHYSICAL FITNESS INCENTIVE

24.1 Recognizing that physical fitness is beneficial to the health and well-being of employees, in addition to lowering the potential costs of healthcare and work-related injuries, a physical ability test (PAT) (The Washington State Criminal Justice Training Commission PAT) has been established for use in this Physical Fitness Incentive Program.

24.2 Sworn Police Officers of the City of Sequim will be provided the opportunity to participate in the PAT. Scheduling of PAT will be determined by the Chief of Police or designee in consultation with Union representatives.

24.3 PATs will be offered once quarterly (four times annually) on a pass or fail basis. No retesting will occur during that quarter for a failed test. Make-up testing is available for sworn officers who are injured or unavailable on the scheduled PAT date. Make-up testing must be done within the same quarter. Scheduling any make-up test will be as agreed upon by the Employee and the Chief of Police or designee. There must be at least 30 calendar days between all testing.

24.4 A sworn employee who receives a passing score will receive a $200 incentive payment for each test, with the ability to earn a maximum incentive of $800 annually. The incentive payment will be paid in the first pay period of the month following the test. The parties recognize that the Employer will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and payroll tax deduction.

24.5 All incentive-based testing will be done on a voluntary basis. Sworn employees requesting to test while "on duty" will need supervisor approval and will only be authorized if there is sufficient shift availability for call response. No overtime will be incurred by the Employer for employees choosing to participate in the physical incentive program.

24.6 Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline or be negatively treated by the Employer, or its supervisors, for choosing not to participate.

24.7 The incentive tests will be administered by a shop steward and the Chief of Police or designee.

24.8 No aspect of the physical fitness incentive program is subject to the grievance procedure.

Article 25.

SAVINGS CLAUSE

25.1 If any provision of this Agreement is found to be in conflict with the laws of the State of Washington or of the United States of America, the remaining provisions of the Agreement will remain in full force and effect.

25.2 The parties further agree that this Agreement may be reopened by either party upon 30 days' written notice only for negotiations and agreement regarding the provisions invalidated.

Article 26.

SCOPE

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral, subject only to a desire by both parties to mutually agree to amend or supplement at any time. The signing of this Agreement nullifies any previous agreements, written or oral.

Article 27.

UNIFORMS AND EQUIPMENT

27.1 Uniforms and Equipment -- Uniforms as established by the Chief of Police will be furnished through the Quartermaster System and kept in repair by the Employer.

27.2 Uniforms required to be dry cleaned by label or by the Blood-borne Pathogens Act will be paid for by the Employer.

27.3 The Employer will provide each officer with a bullet-proof vest, approved by the Chief of Police. Replacement of vests and selection of vests will be determined by the Chief of Police.

27.4 Persons given the assignment of plain clothes duty will receive a one-time allowance of $750 to purchase proper clothing and additional compensation of $60 per month to purchase clothing and pay for cleaning services. This allowance is payable one-time for each plain clothes duty assignment. The monthly allowance will be discontinued if an employee with a plain clothes assignment is on leave for 30 days or more.

Article 28.

DEFERRED COMPENSATION

Effective January 1, 2027, Employer agrees to deposit per pay period a maximum of 1% of the Officer's annual base salary as calculated each pay period to an Employer-approved deferred compensation account subject to all the following:

- Employee electing to make a deferral must contribute to an Employer-approved deferred compensation program
- All contributions are subject to IRS limits.

- City Finance shall administer Officer Deferred Compensation within the limitations of DRS and City normal automated payroll processing currently as follows:
  - The employer match will be calculated each pay period using the employee's annual base salary, calculated as ((2,080 hours x employee's current hourly rate) x multiplied by the applicable percentage match), for each pay period in which the employee receives compensation.
    - includes education/longevity as applicable to each Officer
  - The employer match will increase the same pay period when the employee receives a wage increase in a pay period.
  - The employer match will not be prorated within a pay period, even if the employee's earnings are prorated within that pay period.
- The City will notify and bargain any impact of payroll processing changes.

Article 29.

LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further from time to time suggestions and complaints of a general nature affecting the Union and the Employer. To accomplish this, the Employer and the Union agree that no more than three duly-authorized representatives of the Union will function as one-half of a Labor-Management Committee, the other half being no more than three certain representatives of the Employer named for that purpose. Said Committee will meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties other than those for which another procedure is provided by law or by other provisions of this Agreement. All discussions will be for settlement purposes only as provided in Washington State Court Rule of Evidence 408 (ER 408) and will not be used as evidence in any other proceeding.

Article 30.

TERM OF AGREEMENT

This Agreement will be effective October 1, 2026 and will continue in full force and effect up to and including December 31, 2029. Should either party desire to modify or terminate this Agreement on December 31, 2029, it will serve written notice at least 180 days prior to this date. Failure of such notice to be served will result in this Agreement being renewed on terms in effect December 31, 2029, and in like manner from year to year thereafter until a successor collective bargaining agreement is ratified by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original this 12 day of October 2026

CITY OF SEQUIM

Matthew B. Huish, City Manager

TEAMSTERS LOCAL #589

Robert Driskell, Secretary-Treasurer

Approved as to form by:

Kristina Nelson-Gross, City Attorney

APPENDIX A: WAGE TABLES

Police Officer Salary Schedule
Effective October 1, 2026
7 % Increase

	Probation	Step A	Step B	Step C	Step D	Step E
Police Officers	$41.10	$42.78	$46.20	$48.81	$49.80	$50.81
With AA:	+ 2%					
With BA:	+4%					

Police Officer Salary Schedule
Effective January 1, 2027
8% Increase

	Probation	Step A	Step B	Step C	Step D	Step E
Police Officers	$44.39	$46.20	$49.90	$52.72	$53.78	$54.88
With AA:	+ 2%					
With BA:	+4%					

Police Officer Salary Schedule
Effective January 1, 2029
4% Increase

	Probation	Step A	Step B	Step C	Step D	Step E
Police Officers	$46.16	$48.05	$51.89	$54.83	$55.93	$57.07
With AA:	+ 2%					
With BA:	+4%					

APPENDIX B: WaTWT – Deduction Not Authorized



NORTHWEST ADMINISTRATORS, INC.

2323 Eastlake Avenue E
Seattle, WA 98102-3389
(206) 329-4900
(206) 726-2208 fax

WASHINGTON TEAMSTERS WELFARE TRUST
NOTICE THAT EMPLOYEE PAYROLL DEDUCTION NOT AUTHORIZED

Employer Name: The City of Sequim Washington **Account No.:** 126720

Employee Name: _____ **Social Security #:** xxx-xx-____

Effective Date: _____ **Worked Hours (Month/Year)**

_____ **Coverage Month (Month/Year)**

Section II E of the Trust Operating Guidelines states:

> If, under the maintenance of benefits provisions of a collective bargaining agreement, employee wages are impacted, the agreement may provide either that wages are to be reduced to provide for the funding of contributions to the Trust or that contributions may be deducted from employee wages for this purpose. Where the collective bargaining agreement provides for deduction from wages, any employee in the bargaining unit who objects to the required deduction shall be treated as declining coverage beginning with the month for which the deduction for full maintenance of benefits is required. The employer shall remain obligated to continue its monthly contributions to the Trust on behalf of the employee, without regard to employee's deduction decision. Such employee shall not be permitted to be covered for benefits under the Trust from such date of interrupted coverage until the earlier of (a) twelve (12) months after such first month of required contributions or (b) the date provided under ERISA Section 701(f) (Internal Revenue Code Section 9801(f)) for return to coverage through special enrollment in the event of such employee's loss of other group health plan coverage or acquisition of a dependent through marriage, birth, adoption, or placement for adoption.

The current collective bargaining agreement indicates that the required contributions to the Trust being made by the employer are broken down as follows:

Contribution	Medical	Dental	Vision	Life	Time Loss		
						Employer	87.5%
						Employee	12.5%
						Total	100%

Contributions include Life and Accidental & Dismemberment insurance, Time Loss benefits, disability waivers, extensions, and benefits, etc.

The named employee declines a wage deduction for the above employee contribution by his or her signature on page 2 of this form.

The named employer and employee understand and agree:

- **That the employee's declination of the employee contribution(s) as indicated on the reverse side of this form shall be treated as declining coverage beginning with the month for which the total contribution to provide for full maintenance of benefits is not made.**
- **Declination of employee contributions includes declination of all benefits of the declined plan(s) for the employee and all eligible family members, including but not limited to healthcare benefits (medical, dental, vision, prescription drug), Life insurance, Accidental Death & Dismemberment insurance, disability extensions, Time Loss benefits (including Long Term Disability benefits, if any), COBRA continuation coverage, and self-pay options.**
- **The employer remains obligated to continue its employer portion of the monthly contributions to the Trust on behalf of the employee, without regard to employee's deduction decision.**
- **Such employee shall not be permitted to be covered for benefits under the Trust from such date of interrupted coverage until the earlier of (a) twelve (12) months after such first month of required contributions or (b) the date provided under ERISA Section 701(f) (Internal Revenue Code Section 9801(f)) for return to coverage through special enrollment in the event of such employee's loss of other group health plan coverage or acquisition of a dependent through marriage, birth, adoption, or placement for adoption.**
- **In the event of a special enrollment event within twelve (12) months after coverage has been declined, the employer must begin making the proper employee payroll deduction and remit the full required contribution. The employer and employee must also notify the Trust of the special enrollment event by completing and returning the proper form available from the Trust Office before coverage will be reinstated.**

Employer Signature _____ **Date** _____

Print Name _____

Employee Signature _____ **Date** _____

Print Name _____

Mail completed form to: **Washington Teamsters Welfare Trust**
Attn: Accounting & Eligibility
2323 Eastlake Avenue E.
Seattle, WA 98102

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.

Employer Name			Labor Organization (Union) Name		
City of Sequim Police Department (Patrol)			Teamsters Local 589		
Address			Address		
152 West Cedar Street			11871 Silverdale Way NW Suite 111		
City	State	Zip Code	City	State	Zip Code
Sequim	WA	98382	Silverdale	WA	98383

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 10/1/2026 to: 12/31/2029

☐ New Account ☒ Renewal — Account No. _____ Approximate No. of Covered Employees 15

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.)

COVERAGE IN BARGAINING AGREEMENT ***(For renewals, list all coverages, not just changes)***		**Monthly Rate**
Medical Plan	☒ A ☐ B ☐ C ☐ Z	$ 1,761 40
Life/AD&D	☒ A - $30,000 Employee/$3,000 Dependent ☐ B $15,000 Employee/$1,500 Dependent ☐ C - $5,000 Employee/$500 Dependent	$8.60
Weekly Time Loss	☐ E - $500 ☒ A - $400 ☐ B - $300 ☐ C-$200 ☐ D-$100	$ 18.00
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only	$ 11 40
Domestic Partners	☐ Domestic Partners - Medical	$
Dental Plan	☒ A ☐ B ☐ C	$ 120.50
Domestic Partners	☐ Domestic Partners - Dental	$
Vision Plan	☒ EXT	$ 17.10
Domestic Partners	☐ 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) October, 20 26 *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** Robert A. Driskell

Title/Assn _____ Date _____ Title Secretary Treasurer Date 10/9/26

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 Latest Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)