AGREEMENT

BY AND BETWEEN

CITY OF SEQUIM, WASHINGTON

AND

TEAMSTERS LOCAL NO. 589

(Representing the Non-Uniformed Employees)

JANUARY 1, 2026 through DECEMBER 31, 2027

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 Non-Uniformed Employees)

PREAMBLE

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

Article 1.

RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regularly scheduled part-time employees as set forth in Appendix A.

1.2 High School/College/Training – Intern Program: It is agreed that the City may participate in high school, college, technical school, or grant programs that allow students/enrollees the opportunity to earn college credit, or complete training programs to serve as interns while performing specific tasks for the City. Interns will not be members of the bargaining unit and will not receive the benefits of this Agreement. The City agrees that no City employee will be displaced due to the use of interns.

Article 2.

UNION SECURITY

2.1 Notification of New Hires. The Employer agrees to notify the Union within five (5) 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 thirty (30) calendar days after the employee provides written notice revoking such authorization to the Employer and the Union. The Union may give the Employer thirty (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 City and Departments' mission, policies, and service standards.
- Establish, enforce and modify reasonable rules and regulations for the operation of the City and the conduct of its employees.
- Determine and change City or Department budget, methods of operation, procedures, location, facilities, materials, technology, and equipment.
- Recruit, hire, layoff, 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 City 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.
    - Management personnel may perform bargaining unit work to cover temporary vacancies, emergencies, and training needs and such limited performance will not replace the position.
- Determine the need for additional education courses, training programs, on-the-job training, or class training, 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 City and to deal with emergencies as declared by the Emergency Management Director, Mayor, City Manager, County, Governor, or President.
- Access and utilize technology in investigation of disciplinary matters in accordance with the City's adopted personnel policies and procedures, e.g. monitoring employee's use of City electronic equipment while on duty.

3.2 It is understood that all rights, powers, and authority the City had before signing this Agreement are retained by the City. 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 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 City'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.

Article 4.

NO STRIKES

Neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them may incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage against the City 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 unlawful discrimination against any employee because of race, sex, sexual orientation, age, religion, national origin, mental or physical disability, unless one or more of these elements is a bona fide occupational qualification. Employees registered as Domestic Partners as defined by the Revised Code of Washington will be provided the same employee benefits as married employees.

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 these activities are not conducted during working hours or allowed in any way to interfere with the Employer's operations.

Article 6.

LAYOFFS

6.1 When in the sole opinion of management it is necessary or advisable to reduce the work force, the Union will be notified. The affected employees will be given at least two weeks' notice of layoff. If there are severe budget circumstances impacting the City's operating fund(s), the City may propose an optional plan in lieu of layoff for voluntary staff reductions and furloughs. The purpose of a furlough would be to retain as many employees as possible while reducing costs for a defined period of time. The City and Union agree to discuss the plan and develop a mutual agreement on its implementation.

6.2 If due to lack of work or changes in the City's service priorities, individual positions are eliminated, the City will select the positions or classifications to be eliminated and the effective date of the layoff. The persons occupying those positions or classifications will be laid off, unless they have previously held satisfactory, regular employment status in a lower paid position or classification occupied by a person with less seniority in the department. In that case, the person occupying the position or classification to be eliminated will bump down to a lower position chosen by the employee which that employee previously held within the Department. A laid off employee may bump to a formerly held (equally paid or lower paid) position which is outside the Department and within the bargaining unit, provided that the employee's performance was satisfactory in that position, and provided the employee is qualified to perform all the duties of the bumped position (and possesses the required licenses and certifications). In addition, the person may bump to a lower classification in the same department, related by career ladder. The person bumped will have less seniority and will be the person laid off, subject only to that person's ability to bump another. There is no bumping to a higher paid position. For up to twelve (12) months after layoff, employees will be informed of openings in positions or classifications, for which the employee is qualified, by mail to the address on file in the personnel department. The employee must keep the Department Head informed of the current address. During this one (1) year period, laid off employees will be given consideration to fill openings for which the employee is qualified. If the City determines there are unique skills required to continue City services and a less senior employee in a classification is determined to have those skills, the City may notify the Union that it will be laying off an employee outside of the usual order of seniority. The City may exercise this choice to retain special skills if it determines a more senior employee's training and skills cannot be acquired in a reasonable period of time to meet the operational needs of the City.

Article 7.

PROBATIONARY PERIOD

7.1 Probationary Period. All new external hires must serve a six (6) month probationary period that may be extended up to an additional six (6)

months if, in the Department Head's opinion and sole discretion, the employee has not satisfactorily completed an initial probationary period or additional time is needed to evaluate competency in full job requirements. 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 A new employee hired into the classification of Maintenance Worker I must obtain their Flagger Certification and CPR Certification as part of passing probation within six (6) months and is then eligible to advance to the next step. Promotion to Maintenance Worker II and III is earned by completing a series of certifications and on-the-job training as outlined in Appendix B. Maintenance Workers have the opportunity to advance to the next level upon providing necessary documentation to supervisor. It is the employee's responsibility to track and submit trainings and certifications for promotion consideration. All Lead positions are selected through a competitive process and must meet the minimum requirements of a MW III (non-lead). The Certification Matrix listed in Appendix B is subject to change depending on needs of the City. Current employees as of December 31, 2018 will be grandfathered into the new structure.

7.1.2 New external hires may start at any step up to Step C at the City's discretion and will receive their first step increase upon successful completion of their probationary period. Subsequent increases occur annually on the probation completion date.

7.1.3 Upon promotion, progression, or transfer, the employee must serve twelve (12) months in that new position before advancement. Future advancements are addressed in 12.1.

7.2 Employees promoted to lead worker positions will be paid at a salary step in the higher classification that grants the employee no less than a ten percent (10%) increase unless that would exceed the top level of the pay grade established for the promotional assignment. If the ten percent (10%) promotional increase exceeds the top step established for the assigned pay grade, the employee will receive the top step. This provision applies only to promotion to lead worker status.

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, are also covered by the personnel policies established by the Employer and any subsequent personnel policies that may be published, as long as they do not conflict with this Agreement. In case of any conflict, this Agreement is the ruling policy for the employees covered by this Agreement.

Article 8.

HOURS OF WORK AND OVERTIME

8.1 **Hours of Work.** The normal work week consists of five (5) consecutive days of work, forty (40) hours per week, except those employees in the Public Works Department who work a schedule mutually agreeable between the Employer and the employee, which complies with the Fair Labor Standards Act. Eight (8) hours constitutes a day's work. A thirty-(30) minute lunch period is taken approximately halfway through the workday. Employees receive two fifteen (15) minute rest periods, one during the first half of their shift and a second during the last half of their shift. The Employer reserves the right to schedule the workweek in a manner as is required in order to meet the needs of the City.

8.2 **Overtime.** If an employee is required to work in excess of eight (8) hours per day (except as provided in 8.3) or forty (40) hours per week, the employee will be compensated at the rate of time and one half his/her regular rate of pay. Overtime is paid to the nearest quarter hour. All overtime must be first approved verbally or in writing by the supervisor or the City Manager. Should an employee take time off without pay, upon approval of the City Manager, no overtime will be paid for making up for time off. Bargaining unit work will be offered first to bargaining unit members, by seniority within the appropriate job classification.

8.3 The City Manager or Department Head may establish an alternative workweek that consists of:

8.3.1 Four (4) consecutive days of ten (10) consecutive hours (4/10 work week). Any time worked in excess of ten (10) hours per day or forty (40) hours per week will be paid at the overtime rate.

8.3.2 Four consecutive days of 9 hours each calendar week plus an additional eight (8)-hour workday every other week. The work week will begin midpoint of the bi-weekly eight (8)-hour workday so that the first four (4) hours of the eight (8)-hour workday falls within the first work week, and the last four (4) hours of the eight (8)-hour workday falls within the next or second work week. Overtime for the eight (8)-hour day will begin at the ninth (9^{th}) hour; accordingly, each work week consists of forty (40) hours. Any time worked in excess of nine (9) hours per day or forty (40) hours per week is paid at the overtime rate. The Employer reserves the right to schedule the workweek required in order to meet the needs of the City, which may include authorizing Monday as the alternating day off.

8.4 The workday may be altered and/or flextime arrangements made by the City with the approval of the employees, to allow for project accomplishment or for system maintenance after hours and other needs of the City.

8.5 Employees must consider necessary overtime assignments as a part of employment.

8.6 The planning and scheduling of overtime is the exclusive function of management.

8.7 Any employee on approved Light Duty will not be permitted to work standby time or overtime, unless specifically authorized by medical professional and department head, and no other employees are available to cover that time.

Article 9.

STANDBY TIME

Employees required by a supervisor to be on standby time are guaranteed two (2) hours of straight pay on scheduled workdays and four (4) hours of pay on unscheduled days (weekends or holidays) at their regular rate. To be eligible for standby pay the employee is expected to work a minimum of four (4) hours that workday and respond under normal conditions within forty-five (45) minutes.

Article 10.

CALLBACK

10.1 Employees contacted by telephone during standby or time off, duty pager, computer, or other electronic device during their time off and who are asked to provide information beneficial to the Employer will be compensated at their overtime rate, as applicable, with a fifteen (15) minute minimum. Routine communications such as for overtime opportunities or assignments are not eligible for compensation under this section.

10.2 The minimum two-hour callback applies when the situation warrants the need to leave home to accomplish the task whether on standby time or time off. If the work can be completed by remote access, the fifteen-minute minimum will apply.

10.3 The preceding provisions do not apply to contacts necessary to correct administrative errors or problems caused by the employee.

Article 11.

SAFETY EQUIPMENT

11.1 All employees who are required by the employer to wear and maintain safety shoes as defined by OSHA as mandatory safety clothing will be reimbursed in an amount not to exceed a total of $300 for the purchase of one or more pairs each calendar year. Prescription safety glasses not to exceed $300 each calendar year will also be provided by the City when required.

11.2 Individual employees will be given information by department management upon request regarding proper safety clothing and equipment for the individual's work environment. Minimum boot requirement includes 1) 6-inch cuff, 2) leather or comparable material, 3) oil resistant, 4) slip resistant, 5) composite toe, 6) Meets safety boot requirements. It is the individual employee's responsibility to provide personal safety equipment and boots appropriate for their work, and to report to work properly attired and outfitted to work.

Article 12.

WAGE RATES

12.1 The wage schedules are set forth in Appendix A. Employees are paid at the range and step classification according to the wage schedule. A step increase may be denied due to an unsatisfactory written work performance review. When an employee is promoted or transferred to a position in a different range, the employee is paid at the step that provides a minimum of a 3% increase from the employee's previous rate of pay. Future advancement occurs annually after the date the employee attained the promotion or transfer.

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

On Completion of:	% of Base Hourly Rate
5 years:	2%
10 years:	4%
15 years:	6%
20 years:	8%

12.2.1 Longevity premiums are paid beginning with the first full pay period following the completion of the eligibility requirements.

12.3 Out of Class Pay

12.3.1 Within Bargaining Unit. Employees who are assigned to work at a higher classification within the bargaining unit for the equivalent of a full shift of at least 8 hours or longer will receive the assigned position Range and next Step that provides at least a 10% increase from their regular rate of pay.

12.3.2 Management Positions. Employees who work at supervisory positions outside of the bargaining unit for the equivalent of a full shift of 8 hours or longer will receive a 10% pay differential.

12.3.3 Except in an emergency, assignments to higher classifications must be provided by the Department Head in writing prior to the work being performed, using the Out of Class Form.

TABLE 1 – PAID LEAVES / COMPENSATED ABSENCES

Vacation Accruals by Months of Service		
Months	Year	Month
0 - 12	40	3.33
13 -48	80	6.67
49 - 108	120	10.00
109 - 180	160	13.33
181+	200	16.67

Maximum Vacation Accrual in Hours Based on Hire Date

Before 1/1/2015[1]	352
On or After 1/1/2015[2]	252

Vacation Payout for Hours at No-Cause Separation with Notice[3]

Before 1/1/2015[1]	352
On or After 1/1/2015[2]	252

Sick Leave Accrual 96 Hours Per Year — 1,440 Hours is maximum year-end carryover

Sick Leave Payout for Hours at No-Cause Separation with Notice[3]

Before 1/1/2015[1]	50% Up to 720 Hours
On or After 1/1/2015[2]	25% Up to 360 hours

Maximum Compensatory Time 48 Hours
Cash out at 100% available in 40- hour increments.

Holiday Hours 88 **Floating Holiday** 8

Bereavement Hours 24

Total Accrual Hours Per Year (based on years of service) 256 - 416

Maximum Accrual in Hours

Before 1/1/2015[1]	1792
On or After 1/1/2015[2]	1740

Maximum Payout of Hours at No-Cause Separation with Notice[3]

Before 1/1/2015[1]	1072
On or After 1/1/2015[2]	660

[1]For employees hired prior to January 1, 2015 maximum accrual may include up to 48 hours of compensatory time. The combined maximum accrual of vacation and compensatory time may not exceed 352 hours.

[2]For employees hired after January 1, 2015, the maximum accrual of vacation may not exceed 252 hours. The maximum accrual of compensatory time may not exceed 48 hours.

[3]Subject to specific provisions within this article.

Article 13.

VACATION

13.1 Vacation schedules are determined by mutual agreement with reasonable effort made to accommodate the desires of personnel. Vacation leave must have advance approval of the employee's supervisor. Approved vacation leave for full-time employees will be compensated in accordance with Table 1 in Article 12.

13.2 An employee may accumulate vacation leave as defined in Article 12, Table 1. Vacation earned in excess of the maximum must be used by the end of the following pay period or forfeited unless authorized by the Department Head.

13.2.1 Except that new employees hired with at least two (2) years job-related experience may receive eighty (80) hours in the first year.

13.3 Vacation credit will be earned but is not available for use until the employee has worked for the Employer at least six (6) months. In the case of employment for six (6) months or longer, upon termination of employment, employees will receive monetary compensation for all vacation time earned and not yet taken.

13.4 Annual Conversion of Vacation. After taking forty (40) hours of continuous vacation, an employee may elect to convert between eight (8)-forty (40) hours of accrued vacation leave to monetary compensation or a qualified deferred compensation plan, provided the employee's vacation leave bank does not go below forty (40) hours after the cash out. This process can be done up to two times per year.

Article 14.

SICK AND RELATED LEAVE AND BENEFITS

14.1 Employees hired prior to December 31, 2014 are paid accrued sick leave at the rate of fifty percent (50%) payback at the time when an employee resigns, becomes disabled, or retires. Eligibility for sick leave payout requires at least two weeks written notice of intent to resign or retire or from disability determination. Employees hired on or after January 1, 2015 are paid at twenty-five percent (25%) of accrued sick leave when the employee resigns, becomes disabled, or retires. Eligibility for sick leave payout requires at least two weeks written notice of intent to resign or retire, or from time of disability determination. If an employee is terminated for cause there is no payback for accrued sick leave.

14.1.1 Employees are entitled to use accrued sick leave after thirty (30) days of employment.

14.2 Regular full-time employees accumulate sick leave at the rate of one (1) day for each month in which an employee is in pay status for fifteen (15) or more calendar days or one (1) hour for every forty (40) hours worked, whichever is greater. Regular part-time employees accumulate sick leave at the rate of one (1) hour for every forty hours worked or in proportion to the number of hours the employee is scheduled in writing to work, whichever is greater. Sick leave hours so granted and not used accrue to the credit of each employee. Accruals may be carried over to a maximum of one thousand four hundred forty (1,440) hours; hours accrued in excess of that amount will not be carried over to the subsequent year.

14.3 Sick leave pay is payable at the rate of one (1) 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 (3) consecutive days.

14.4 Sick leave benefits apply only to those authorized under RCW 49.46.210 as enacted or amended. Repeated application for sick leave without just cause, false application or the furnishing of any false information by any employee is declared to be grounds for suspension without pay or loss of employment at the discretion of the Employer.

14.5 An employee who has a work-related illness or injury must report that illness or injury to their supervisor within twenty-four (24) hours unless the employee is prevented by incapacity from doing so. If the illness or injury is one for which time-loss payments (partial wage replacement) are provided through the Washington State Labor & Industries (L&I) workers' compensation system, the employee will indicate the employee's option to receive only such time-loss payment or to use paid leave in combination with leave benefits as follows:

Option 1: An employee choosing to receive only such time-loss payment as provided by worker's compensation will indicate "Leave without Pay" or alternative designation set up by payroll to indicate their choice to collect only the workers' compensation time-loss.

Option 2: An employee choosing to "top-up" their time-loss payments will use accrued sick leave to make up the difference, ensuring they receive the same amount as their regular sick leave would provide.

Option 3: An employee choosing to turn over to the City all time-loss checks issued by L&I and be paid entirely from the employee's accrued paid leave (sick, vacation, comp time). The City will use the L&I checks to refill each of the employee's leave accounts in the same proportion as used by the employee.

The decision to turn over L&I checks to the City is irrevocable for the duration of the absence resulting from that claim.

14.5.1 Employees must indicate the chosen option on the employee's electronic timesheet.

14.6 Sick Leave Conversion: An employee may convert up to one thousand forty (1,040) hours of Sick Leave to Vacation time or convert the cash value to an approved Deferred Compensation Account, provided the employee has a minimum of four hundred (400) hours of sick leave remaining and the vacation accrual amount does not exceed three hundred (300) hours. This conversion will occur at a four-to-one ratio (four hours sick leave to one hour vacation leave) or twenty-five percent (25%) cash value for an approved deferred compensation account. Sick leave conversions are only available at year-end.

14.7 Statutory Benefit Mandates: 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 are administered in accordance with the enactment. To the extent permitted, the Employer and employee will contribute to the cost of such non-negotiated benefit.

14.8 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, which began January 1, 2020, was 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.

14.9 Long Term Care Insurance Act: Eligible employees are covered by Washington's Long Term Care Insurance Act, RCW 48.84. 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 15.

BEREAVEMENT LEAVE

An Employee who has a death or critical illness where death appears imminent in his/her immediate family will be granted up to three 3 work days off with pay. (Part-time employees receive percentage of their FTE.) Immediate family for the purpose of this Article are defined as mother, father, spouse, children, sister, brother, grandparents, mother-in-law, and father-in-law. When approved by the City Manager, an extension of a bereavement leave, with or 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 is not entitled to both bereavement leave pay and holiday pay.

Article 16.

HOLIDAYS

16.1 One 8-hour Floating Holiday will be awarded annually on January 1 and must be used within the calendar year.

16.1.1 To be eligible for the floating holiday, an employee must have completed a six-(6) month period. Time off is determined by mutual agreement, but effort will be made to accommodate the desires of persons requesting the time off subject to the provisions of this article.

16.2 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.

16.3 The following schedule of paid holidays is observed.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Day before or the day after Christmas to be determined by the Employer

16.4 In addition to holiday pay, any employee working on any of the above holidays will receive compensation at the overtime rate.

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

16.6 When one of the above holidays falls on Saturday the preceding Friday will be observed as the holiday. When one of the above holidays falls on Sunday, the following Monday will be observed as the holiday, for those employees who work Monday through Friday. For those employees who work shift work, the actual holiday will be observed.

Article 17.

LEAVE WITHOUT PAY

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

17.2 All requests for leave without pay must be approved by the City Manager.

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

17.4 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 leave is known. The request must 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.

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

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

17.7 Failure of the employee to return from an approved leave of absence without pay or 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.

17.8 If the leave of absence is six (6) months or less, the City will hold the employee's position open if possible. For leaves beyond six (6) 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 are 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 will 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

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 is 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. The shop steward will get normal rate of pay during actual negotiations with the City and Union.

Article 20.

GRIEVANCE PROCEDURE

20.1 A grievance is a difference that arises between the City and an employee or between the City and the Union as to the interpretation or application of the provisions of this Agreement. It is the intent and purpose of the Union and the City to avoid and prevent grievances and misunderstandings. However, should such differences arise, an earnest effort will be made to settle the difference as soon as practical between the parties at the lowest level possible. Such grievances will be handled in the following manner:

20.1.1 ***Step One*** – Informal Level: A grievance will first be discussed by the employee with their immediate supervisor, with or without their Union Steward present as desired by the employee, within ten (10) working days of the incident or of the employee knowing of the incident. The supervisor will give an answer to the employee within ten (10) working days of this initial meeting. In the event that the employee is unable to resolve the matter at the supervisory level, the grievant, and the Union Steward if requested by the grievant, may orally present the alleged grievance to the Department Head in charge. The Department Head will give an answer to the employee within ten (10) working days of the meeting with the employee. All grievances resolved at Step One must be summarized in writing and copies given to the employee(s), the Union, the Department Head and the City Manager. These summary resolutions may be placed in the employee's personnel file at their discretion.

20.1.2 ***Step Two*** – Formal Level: If no settlement is reached at Step One, the grievant must submit the grievance in writing to the Department Head and the Union within ten (10) working days of receiving the answer from the Department Head at Step One. The written grievance must contain at a minimum: (1) Facts upon which the grievance is based, (2) section(s) of the agreement alleged to have been violated, (3) the remedy sought. The Department Head will respond in writing to the grievant within ten (10) working days of receipt of the written grievance.

20.1.3 ***Step Three*** – If no settlement is reached at Step Two, and the union wishes to appeal the grievance to Step Three, the written grievance together with all facts and decision of the Department Head will be submitted to the City Manager within ten (10) working days of receipt of the decision of the Department Head. The City Manager will consider the matter and issue a written response to the Union within ten (10) working days after receipt of the grievance. In considering the matter the City Manager may, at his/her discretion, request a meeting of all parties, interview witnesses, or use other means to arrive at his/her decision.

20.1.4 ***Step Four*** – If no settlement is reached at Step Three, the Union may, within fifteen (15) working days after the City Manager's response, give written notice of arbitration to the City Manager. If the matter grieved is a disciplinary decision, the decision which is the subject of the grievance must

result in a loss of pay or benefits (suspension without pay, demotion, loss of rank, or termination) to proceed to this step in the grievance process.

20.1.5 Once the notice of arbitration is provided, the parties will jointly request the appointment of an arbitrator from the Public Employment Relations Commission. The arbitrator will render a written decision within thirty (30) working days of the final submission of information by the parties, which is final and binding on all parties. The arbitrator has no power to alter, amend, or change the terms or conditions of this Agreement or, to the extent applicable, the City's policies. The expenses and fees incumbent to the services of the Arbitrator will be shared equally by the parties.

20.2 All grievances and replies must be in writing and be decided within the maximum periods stipulated. The postmarked date is considered as the start date for the purpose of calculating time periods in the article. No grievance may advance to the next step until a good faith effort has been made to settle at the lower step unless mutually agreed by the Union and the City. It is agreed that if either party does not comply with the maximum time limits established, the party who has not followed the time limits forfeits the grievance and the grievance will be deemed waived and the other party prevails. Grievances so forfeited do not establish a precedent. The time limits may be extended by mutual agreement of the City and the Union.

20.3 The costs of each party for preparing and presenting their case will be borne by each party. In the event that either party elects to have a transcript of the proceedings, that party bears the cost of such transcript.

Article 21.

DISCIPLINARY ACTION

21.1 Coaching and Counseling.

21.1.1 Coaching and counseling are deemed to be means of communicating and addressing an employee's performance deficiencies or behavioral problems. Coaching and counseling may be documented for future use in the employee's evaluation, at the supervisor's discretion. Coaching or counseling an employee is not considered discipline and therefore is not grievable.

21.1.2 Any discipline process resulting from the coaching process that could affect wages and/or working conditions would be addressed via a separate and formal notice from the employer and acknowledgment by the involved employee and would be subject to the grievance procedure as defined in the Agreement.

21.2 Progressive Discipline.

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

21.2.2 The Employer will follow the principles of progressive discipline, which includes but is not limited to:

1. Documented verbal warning
2. Written Warning
3. Suspension
4. Discharge

21.3 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.

21.4 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, or gross insubordination, is subject to immediate termination without warning. The reason for termination will be furnished to the employee in writing.

21.5 Employer has the sole discretion to determine what information may be removed from an employee's personnel file. If the employee disputes the determination, then the employee may add a statement containing a rebuttal or correction. Employees under criminal investigation do not have the right to modify their personnel record.

Article 22.

HEALTH AND WELFARE

22.1 Effective January 1, 2026, based on December 2025 hours compensated, the employer will provide the following insurance plans for employees covered by this Agreement who were compensated eighty (80) hours or more

during the preceding month for the term of said Agreement, at the then current rates in effect at that time:

22.2 Rates below effective January 2026. Rates are adjusted annually by the Northwest Administrators Trust:

Washington Teamsters Welfare Trust, Plan A - $1761.40
Dental Trust, Plan A - $120.50
Washington Teamsters Vision Trust - $17.10
Disability waivers (9) months - $11.40
Time Loss Plan C - $6.00
Life/AD&D Plan B - $4.40

22.3 Effective January 1, 2026, based on December 2025 hours compensated, January coverage, and for the life of the Agreement, the employer will pay eighty-seven and one-half percent (87.5%) of the monthly premium for Washington Teamsters Welfare Trust Plans listed above. The covered employees will have the remaining twelve and one-half percent (12.5%) withheld from wages.

22.3.1 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 accord with premium sharing formulas in this Article.

22.3.2 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 this Article, that change may be made, subject to the approval of the Employer.

22.4 Supplemental Insurance. The City does not offer supplemental insurance and will not make employer contributions to an employee's supplemental insurance plans. However, employees may enroll in and make voluntary payroll deductions for up to two supplemental insurance plans if negotiated individually with the City. Representatives of supplemental insurance companies may not conduct business with employees during any City work hours.

insurance companies may not conduct business with employees during any City work hours.

22.5 Medical Premiums While on Approved Leave. If an employee's wages do not fully cover the employee's medical premiums while on approved leave, the employee must make separate arrangements to pay all remaining amounts due for such premiums.

22.6 Any employee who properly executes Appendix C "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 C will not be obligated for the employee responsibility notwithstanding the Employer contribution of 87.5%.

Article 23.

TUITION REIMBURSEMENT INCENTIVE

To encourage and improve employee proficiency, the City encourages participation in job-related educational courses. Employees are eligible to apply for the Tuition Reimbursement benefits described in this Article after they have completed one full year of employment. Tuition Reimbursement is subject to annual and lifetime caps as set forth in the City's Personnel Policy. Approval of training courses and funding is at the sole discretion of the Employer. The City will consider opportunities and applications for training based on an individual's work performance and the ability to apply training to the Employee's current work assignment or to a promotional opportunity within the City. Prior to registering for a class, the Employee must request and receive approval from their Department Head. The request and the approval must be in writing. If the Department Head approves the request, the City will reimburse up to seventy-five percent (75%) of the tuition, fees, and book costs of a course or program after the Employee has successfully completed it. If partial financial assistance is furnished by another agency or source, the City will provide seventy-five percent (75%) of the unfunded portion remaining. In no circumstances will the City contribute more than seventy-five percent (75%) of the total costs. In itemizing costs, an Employee may not include his/her time as a reimbursable expense. Nothing in this section interferes with the responsibility of the Department Head to require attendance at job-oriented training

courses or seminars necessary to maintain an Employee's ability to perform the Employee's duties. Those costs will be paid in full by the City.

Article 24.

SAVINGS CLAUSE

24.1 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 remain in full force and effect.

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

Article 25.

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 26.

PERS 1 RETIREMENT

26.1 Employees who leave the service of the Employer through normal service retirement under the PERS 1 retirement system will provide Adequate Retirement Notice of intent to retire, and are required to use all accumulated compensatory time, sick leave time, and a portion of their vacation leave time so as to ensure upon retirement that their compensatory time balance and sick leave balance is zero (0), and their vacation leave balance does not exceed two hundred and forty (240) hours.

26.2 PERS 1 employees who leave the service of the Employer through service retirement are allowed to use one hundred percent (100%) of their accumulated sick leave benefit and one hundred percent (100%) of their accrued compensatory time during the Adequate Retirement Notice period.

26.3 For purposes of this Article, Adequate Retirement Notice means that period of time which is necessary for the employee to draw their compensatory time, sick and vacation leave balances, calculated at eight (8) hours per day, down to the levels described in Article 27.1.

Article 27.

TEAMSTER PENSION PLAN

27.1 Employees participate in a supplemental pension program known as the Western Conference of Teamsters Pension Trust. The contribution level is an offset to the base wages.

27.2 The Employer will pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. Compensable hours are defined as all hours paid, except for standby time, and compensatory time accrued (compensatory time paid is considered compensable hours for pension purposes). All contributions are deferred from employee wages on a pre-tax basis.

27.3 Contribution rates are determined by employees once per contract cycle and are listed below:

1. Maintenance Classification	Contribution Rate-$1.40
Chief WRF Operator	
Chief Mechanic	
WRF Operator IV	
Maintenance Worker III	
WRF Operator III	
Mechanic II	
Mechanic I	
WRF Operator II	
WRF Operator I	
Facilities Maintenance Tech	
Maintenance Worker II	
Maintenance Worker I	

Maintenance Project Worker/Operator
Water Operator
Custodian

2. Administration Classification — Contribution Rate-$1.50
Senior Planner
Associate Planner
Assistant Planner
Building Official
Building Inspector/Plans Examiner II
Community Development Specialist
Engineering Tech III
Engineering Tech II
Engineering Tech I
IT Tech II
IT Tech I
Senior IT Systems Analyst
IT Systems Analyst
Code Compliance Officer
Police Specialist

3. Clerical & Accounting Classification — Contribution Rate-$1.00
Accounting Assistant IV
Accounting Assistant III
Accounting Assistant II
Accounting Assistant I
Administrative Assistant II
PW Engineering/Admin Support Specialist
Parks & Events Specialist

4. Probationary Classification — Contribution Rate - $.10

Probationary employees pay their standard contribution rate after ninety (90) calendar days of employment.

27.4 The total amount due for each calendar month will be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on

account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, is a breach of the Agreement.

27.5 For temporary agency personnel or probationary employees hired or utilized for the first time on or after January 1, 2011 the employer will pay an hourly contribution rate of $.10 during the Probationary Period as defined in Article 7 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work.

27.6 After the expiration of the Probationary Period as defined in Article 7 or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee's first date of hire (into the bargaining unit) or first date of utilization as a temporary employee, the contribution will be increased to the full contractual rate stated in this Appendix.

27.7 The Union and its members will indemnify and hold harmless the City of Sequim for any future liability that may be incurred because of any underfunding of the plan.

Article 28.

DEFERRED COMPENSATION

The Employer has voluntarily provided a deferred compensation plan for all employees and will administer participation and payroll deduction for all employees who participate.

Article 29.

VACANCY

The City agrees it will notify employees of vacancies in the bargaining unit.

Article 30.

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

being no more than three (3) certain representatives of the Employer named for that purpose. The 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.

Article 31.

TERM OF AGREEMENT

This Agreement is effective January 1, 2026 and will continue in full force and effect up to and including December 31, 2027.

The parties agree that to modify or renew this Agreement, a good faith effort must be made to commence negotiations in the first quarter of a year. Should either party desire to modify or terminate this Agreement, it must serve written notice at least one hundred eighty (180) days prior to December 31, 2027. Failure of such notice to be served will result in this Agreement being renewed on terms in effect December 31, 2027, 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 effective this 19 day of September 2025

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: JOB CLASSIFICATION RANGES

to the
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 Non-Uniform Employees)

THIS APPENDIX is supplemental to the Agreement by and between the City of Sequim, hereinafter referred to as the "Employer" or “City” and the Employees of the City, hereinafter referred to as the "Employees". This Appendix A reflects job classification ranges effective January 1, 2026.The City may re-evaluate the range or job duties of a position at any point with Union agreement. The City is under no obligation to fill each Job Title in this Agreement, nor should this be considered an exhaustive list of positions.

A.1

RANGE	JOB TITLE
26	Senior Planner
26	Building Official
25	Senior IT Systems Analyst
23	Chief WRF Operator
23	Associate Planner
21	Engineering Tech III
21	WRF Operator IV
21	IT Systems Analyst
21	Lead Water
21	Chief Mechanic
20	WRF Operator III
19	Engineering Tech II
19	Building Inspector/Plans Examiner II
19	Assistant Planner
19	Maintenance Worker III (Lead Streets, Sewer, Parks)
19	IT Tech II
18	Accounting Assistant IV

18	Water Operator
18	Facilities Maintenance Tech
17	Maintenance Worker III (Non-Lead Streets, Sewer, Parks)
17	Code Compliance Officer
17	Engineering Tech I
17	WRF Operator II
16	Mechanic II
16	Maintenance Project Worker/Operator
15	Maintenance Worker II
15	Accounting Assistant III
14	IT Tech I
14	Mechanic I
14	Community Development Specialist
14	WRF Operator I
13	Accounting Assistant II
13	PW Engineering/Admin Support Specialist
13	Parks & Events Specialist
13	Police Specialist
11	Maintenance Worker I
10	Accounting Assistant I
9	Custodian (subject to MOU dated 08/2015 or as amended by Letter of Agreement)
9	Administrative Assistant II
7	Administrative Assistant I

A.2

Effective January 1, 2026 – 3% Increase					
Range	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
26	42.67	44.59	46.59	48.69	50.88
25	41.42	43.29	45.24	47.27	49.40
24	40.22	42.03	43.92	45.89	47.96
23	39.05	40.80	42.64	44.56	46.56
22	37.91	39.61	41.40	43.26	45.21
21	36.80	38.46	40.19	42.00	43.89
20	35.73	37.34	39.02	40.78	42.61
19	34.69	36.25	37.88	39.59	41.37
18	33.68	35.20	36.78	38.44	40.17
17	32.70	34.17	35.71	37.32	39.00
16	31.75	33.18	34.67	36.23	37.86
15	30.82	32.21	33.66	35.17	36.76
14	29.92	31.27	32.68	34.15	35.69
13	29.05	30.36	31.73	33.15	34.65
12	28.21	29.48	30.80	32.19	33.64
11	27.39	28.62	29.91	31.25	32.66
10	26.59	27.78	29.03	30.34	31.71
9	25.81	26.98	28.19	29.46	30.78
8	25.06	26.19	27.37	28.60	29.89
7	24.33	25.43	26.57	27.77	29.02

Effective January 1, 2027 – 3% increase					
Range	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**
26	43.95	45.92	47.99	50.15	52.41
25	42.67	44.59	46.59	48.69	50.88
24	41.42	43.29	45.24	47.27	49.40
23	40.22	42.03	43.92	45.89	47.96
22	39.05	40.80	42.64	44.56	46.56
21	37.91	39.61	41.40	43.26	45.21
20	36.80	38.46	40.19	42.00	43.89
19	35.73	37.34	39.02	40.78	42.61
18	34.69	36.25	37.88	39.59	41.37
17	33.68	35.20	36.78	38.44	40.17
16	32.70	34.17	35.71	37.32	39.00
15	31.75	33.18	34.67	36.23	37.86
14	30.82	32.21	33.66	35.17	36.76
13	29.92	31.27	32.68	34.15	35.69
12	29.05	30.36	31.73	33.15	34.65
11	28.21	29.48	30.80	32.19	33.64
10	27.39	28.62	29.91	31.25	32.66
9	26.59	27.78	29.03	30.34	31.71
8	25.81	26.98	28.19	29.46	30.78
7	25.06	26.19	27.37	28.60	29.89

APPENDIX B: CREW PROGRESSION

1) Maintenance Worker Employee Progression

The City seeks to give employees the opportunity to shape their own advancement by acquiring practical and leadership skills. The goal of this plan is to reward those with the desire to advance and provide the City with a well-rounded, multi-talented staff that can take on a greater number of projects and challenges. Employer has authority to develop and implement a similar program to multiple departments after consultation with the Union. Employer and Union may use the Labor Management Committee described in Article 30 to amend this advancement plan as needed. Employee currently on a personal improvement program (PIP) or within six months of successfully completing a PIP are not eligible to participate in this Progression program. For the tenure requirement, probation counts towards time in position, but time spent on a PIP does not count.

Maintenance Worker Position Advancement

To pass probation, employees in an MWI position must meet the standards:

- CPR certification
- Flagger license
- Be in good standing according to the City of Sequim Personnel Manual.

Employees in a MWI position may move up to a MWII classification by maintaining all standards above as well as the following:

- 24 consecutive months in position with the City
- Class B commercial driver's license
- Cartegraph proficiency as determined by PW Administration
- Forklift operator certification
- Bloodborne pathogens certification
- Confined space certification
- Division-specific proficiency as outlined in the following matrix:

Streets (choose two)	Parks/SIB (choose two)	Sewer	Water
• Competent person certification (trenching/excavation) • Pesticide license • Sweeper training • Signs & markings certification (layout) • MUTCD	• Tree trimming/maintenance certification • Playground safety inspector certification • Certified arborist (ISA) • Pesticide license	• Sewer Collections 1 • Sewer Collections 2	• Water Distribution Manager 1

	• Aquatic and right of way herbicide applicators license		

Employees may move from MWII to MWIII (non-lead) by meeting all standards above as well as the following:

- 48 consecutive months in position with the City
- Internal exam process (applies to all except Water division). The exam will take place once per year at the employer's discretion, and will include written, oral, and practical components. Employer retains sole discretion as to the exam process, including without limitation, developing specific exam questions and answers related to the subject matter.
- Division-specific proficiency as outlined in the following matrix:

Streets	**Parks/SIB**	**Sewer**	**Water***
• Pesticide license (if not completed already)	• Pesticide license (if not completed already)	• Sewer collections 3	• Water distribution manager 2 • Cross connection control specialist **Position changes to Water Operator*

When a lead position opens, there will be a competitive, external recruitment and interview process. Any MWII or MWIII (non-lead) may move into the lead position by meeting all standards above as well as the following:

- Asbestos certification
- Leadership/Communication/Social-emotional training
- Internal exam + competitive interview

2) **Water Reclamation Facility Operators I through IV**
When the incumbent achieves the next higher-level certification from the Washington State Department of Ecology Wastewater Treatment Plant Certification Program and provides proof of certification to their supervisor, they will progress from their current WRF operator pay grade to the next higher WRF operator pay grade that matches their new certification. Certification upgrades will be processed in the next regular pay cycle. The WRF Process Analyst pay grade will be associated with the Employee's WRF Operator certification level.

APPENDIX C: WaTWT – Deduction Not Authorized

NORTHWEST ADMINISTRATORS, INC.

2323 Eastlake Avenue E
Seattle, WA 98102-3393
(206) 329-4900
(206) 726-3209 fax

WASHINGTON TEAMSTERS WELFARE TRUST
NOTICE THAT EMPLOYEE PAYROLL DEDUCTION NOT AUTHORIZED

Employer Name: City of Sequim, Washington **Account No.:** 126131

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 _____
						Employee _____
						Total _____

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