

# AGREEMENT

By and Between  
**PORT OF PORT TOWNSEND**  
and

**Teamsters Local 589**

For the Period January 1, 2021 through December 31, 2023



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## TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - UNION	2
ARTICLE 3 - NON-DISCRIMINATION	3
ARTICLE 4 - RIGHTS OF MANAGEMENT	3
ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS	3
ARTICLE 6 - WAGES	4
ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS	4
ARTICLE 8 - LAYOFF	5
ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION	6
ARTICLE 10 - COMP-TIME	7
ARTICLE 11 - CALL BACK TIME	7
ARTICLE 12 - STANDBY	7
ARTICLE 13 - GRIEVANCE PROCEDURE	8
ARTICLE 14 - SICKLEAVE	9
ARTICLE 15 - VACATIONS	10
ARTICLE 16 - HOLIDAYS	11
ARTICLE 17 - EMERGENCY LEAVE	12
ARTICLE 18 - BEREAVEMENT LEAVE	13
ARTICLE 19 - JURY DUTY	13
ARTICLE 20 - MILITARY LEAVE	13
ARTICLE 21 - LEAVE OF ABSENCE	13
ARTICLE 22 - HEALTH AND WELFARE	13
ARTICLE 23- SEVERANCE PACKAGE	14
ARTICLE 24 - WHISTLE BLOWER PROTECTION	15
ARTICLE 25 - PERSONNEL POLICY	15
ARTICLE 26 - DRIVE PROGRAM	15
ARTICLE 27 - TERM OF AGREEMENT	16
ARTICLE 28 - SEVERABILITY AND SUPERIORITY	16
APPENDIX A Wages	
APPENDIX B Classifications	

**PREAMBLE:** This Agreement is made and entered by and between the Port of Port Townsend, hereafter referred to as the "Port" and the Teamsters' Local Union No. 589, hereinafter referred to as "Union". The purpose of this Agreement is to promote harmonious relations between the Port and employees covered by this Agreement; to establish an equitable format for resolving misunderstandings and disputes; and to establish salaries, benefits, hours of work, and other terms and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

1.1 The Port recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and part-time employees of the Port of Port Townsend, which are identified in the Classification Appendix to this Agreement, Appendix B. Employees covered by this Agreement shall not include contract employees, positions funded by one-time state or federal grant money, and temporary employees who work less than twelve (12) calendar months. Temporary employees will not be appointed to fill a position above the entry level unless it is determined that qualified regular employees are not available to fill the higher position.

1.2 Any questions or disputes concerning representation shall be referred to the Public Employment Relations Commission as a unit clarification proceeding.

## **ARTICLE 2 - UNION**

### **Section 2.1 Notification on New Hires**

The Port agrees to notify the Union and shop stewards in writing within thirty (30) calendar days of any new positions and/or new bargaining unit employees within departments conducting bargaining unit work. The Union shall advise the Port in writing of the names of the shop stewards. Electronic notification is the equivalent of written notification.

### **Section 2.2 Dues Deduction Procedure**

The Port shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Port in writing. In addition, the Port shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend, and hold the Port harmless against any all claims, suits, orders and judgments brought against the Port as a result of any payroll deduction made on the Union's behalf until such time as the authoring employee revokes their authorization.

Section 2.3 Revocation. The represented employee's authorization for dues deduction shall remain in full force and effect until a written notice revoking the same is executed by the employee and delivered to the Port with a copy provided to the Union. The Union may also give the Port written notice to discontinue dues check-off.

### **ARTICLE 3 - NON-DISCRIMINATION**

3.1 There shall be no discrimination by the Port or the Union against any employee engaging in lawful Union activity.

3.2 Neither the Port nor the Union shall unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discipline, dismissal or otherwise because of age, sex, sexual orientation, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical disability. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint shall not also be processed as a grievance under this Agreement.

### **ARTICLE 4 - RIGHTS OF MANAGEMENT**

4.1 Subject only to the terms and conditions of the Agreement all of management's inherent rights, powers, and functions, whether heretofore or hereafter exercised and regardless of the frequency of their exercise, shall remain vested exclusively in the Port. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business and affairs; the determination of the scope of its activities, and business to be transacted, the work to be performed, and the methods pertaining thereto; the right to contract or subcontract any work; the right to make and enforce reasonable work rules and procedures; the right to maintain order, efficiency and standards of performance; the right to fix standards of quality and quantity of work; and the right to control the scheduling and record thereof; the right to determine the number of employees and the direction of the working forces; and the right to hire, select and train, discipline, suspend, discharge non-probationary employees for just cause, assign, promote, retire, and transfer its employees.

4.2 The Port and the Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

4.3 The Port agrees that employees will not be laid off as a direct result of a decision to subcontract portions of the work of the Port.

### **ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS**

5.1 Employees shall report all on the job injuries to their immediate supervisor and shall fully complete appropriate accident forms. Such injury shall be subject to the provisions of Worker's Compensation benefits.

5.2 Duly authorized representatives of the Union shall be permitted access to the properties of the Port at reasonable times for the purpose of observing working conditions and transacting Union business, provided, however, that the Union Representative first secures approval from the Port Executive Director or designee and that no interference with the work of employees or the proper operation of the Port shall result.

5.3 The Port agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible agent of the Union.

5.4 The Union shall be permitted to establish job stewards. The duties of the job steward shall be to give the Union notice of new employees hired and to receive complaints which will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Port. The job steward may sign up new members. There shall be no loss of productivity by the shop steward or steward activities will be off the clock and uncompensated by the Port.

5.4.1 An employee in the Bargaining Unit (Shop Steward and/or member of the negotiating committee may be granted reasonable time-off (on the Ports time) while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting, or labor-management meeting, **provided:**

1. They notify the Port Executive Director or Manager, at least twenty-four (24) hours prior to the time-off period, or at the earliest time the employee is aware of such time off requirement.
2. The Employer is able to properly staff the employee's job duties during the time-off period.

#### 5.5 Dues Check Off.

5.5.1 The Port will deduct regular Union initiation fees and dues when notified by the Union that the employee has signed an authorization card in accordance with RCW 41.56.110.

5.5.2 The Union will supply the Port signed payroll deduction authorization cards for the payroll deduction of Union initiation fees and dues for the Port's records.

5.5.3 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. Employees who sign an authorization form may revoke such authorization in accordance with RCW 41.56.110.

5.6 The Port will comply with all State and Federal Safety standards in accordance with its knowledge of same.

5.7 The Port shall provide sanitary facilities for all employees unless such a requirement is unduly burdensome.

### **ARTICLE 6 – WAGES**

6.1 See Appendix "A" for Wage Schedule.

6.2 See Appendix "B" for Classification Schedule.

6.3 No employee shall suffer a reduction in pay due to being assigned light duty.

6.4 Out of Class Pay: Employees designated by management for five (5) or more continuous days to substitute for their supervisor/management will receive a 10% premium for hours worked during such designated period. Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for five (5) or more continuous days will receive a 5% premium for each hour the employee performs work in the higher classification.

6.5 Effective with the ratification of the 2018-2020 union contract, employees with 10 or more full years of continuous service will receive a one-time longevity bonus at each milestone as outlined below:

Ten years employment	\$800.00
Fifteen years employment	\$1,000.00
Twenty years employment	\$1,200.00

## **ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS**

7.1 No employee shall have their seniority established prior to completing six (6) months continuous employment with the Port. Both the Port and the Union recognize the importance of filling each job position with the most capable individual available. In promoting, the Port will recognize skill and seniority of the applying employee. Seniority according to this agreement shall consist of continuous full-time employment with the Port beginning with the date of most recent hire into a regular position. Seniority shall not be lost because of absence due to illness, injury, authorized leave of absence or temporary layoff of less than thirteen (13) months. After thirteen (13) months of absence from the job, unless extended by the Port and Union in writing, seniority shall be broken and lost.

7.1.1 The Port agrees that in the event a new Union position is to be advertised for employment the Port will, when reasonable to do so, post a notice in house of the vacancy at least 14 days prior to the public notice of the vacancy. If an employee applies for the open position through the written application process he/she will receive a written letter that management has received and reviewed their desire for the open position.

7.2 Employees being promoted to a regular higher classification shall have a six (6) month trial period. If the employee does not complete the probationary period, said employee shall be returned to their previously held position.

7.3 Temporary employees hired on a regular basis shall receive credit for all continuous, uninterrupted time served for the Port beginning with the most recent hire date.

7.4 Trial Period. Each employee shall serve a trial/probationary period of six (6) calendar months after first being appointed to a regular position. Such trial period may be extended once by the Port upon notification of the Union not later than two (2) calendar weeks prior to the completion of the original trial period. If the trial period is extended the notice shall contain the reason for the extension, the length of extension and a copy of the notice will be provided to the affected employee. An employee may be discharged during the trial/probationary period without just cause and such action shall not be grievable under this Agreement.

7.5 Due to the ever changing needs of the Port and advances in equipment, materials, tools, technology, and environmental concerns, the Port recognizes the need to train its employees, and will provide training as new and different positions, equipment, materials, tools and technologies are utilized and new and existing environmental concerns are addressed.

7.6 During employment it is recognized that performance reviews will be needed to assess how all employees are doing in their assigned job classification. These reviews will be conducted annually, in the month of their anniversary date. Employees will be notified forty eight (48) hours in advance of a scheduled performance evaluation review session and will have 2 working days upon the conclusion of the session to review the performance evaluation report and provide any written response. The 2 working

days window may be extended by written mutual agreement between the employee and employer. Each employee will be evaluated according to their job responsibilities and how well they perform. Should anyone be performing work outside of, or in addition to their job description that too will be evaluated and reviewed. It is the Employer Responsibility to ensure that the evaluation process is concluded within the anniversary month.

## **ARTICLE 8 - LAYOFF**

8.1 When in the sole opinion of management it is necessary or advisable to reduce the workforce, the Union shall be notified and the following procedure shall be implemented. Long-term layoffs (over 2 weeks) will be preceded with a two week notice unless the employee is on short term layoff.

8.2 The Executive Director shall select the positions or classifications that will be laid off. If the position of a regular employee is laid off and the employee occupying the position has within the past two (2) years successfully performed the functions of another position which is not subject to the Reduction In Force (RIF) and the employee in the RIF position has greater seniority than the person occupying the non-RIF positions then the person occupying the position or classification to be RIF'd shall 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, equal or lower paid position which is outside the department and within the bargaining unit, provided that the employee's performance was previously satisfactory in that position, the employee is qualified to perform all the duties of the bumped position (i.e.: possesses required licenses and certifications) and performed the job within the prior five (5) years. The foregoing process shall also apply to persons bumped out of their positions by a senior employee. The last person(s) bumped shall have the least seniority and shall be the person(s) laid off. There shall be no bumping to a higher paid position. Employees bumped into a lower paid classified positions shall be paid at the wage rate appropriate to the employees resulting classification.

8.3 For up to thirteen (13) months after layoff, employees shall be informed, by mail to the address on file, of openings in positions or classifications for which the employee is qualified. The employee shall keep the Port Executive Director's or Designee office informed of the current address. During this thirteen (13) month period, laid off employees shall be offered openings for which the employee is qualified. An employee who does not accept an offer of reinstatement within fourteen (14) calendar days will be removed from the reinstatement list.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION**

9.1 Five (5) consecutive days of, eight (8) consecutive hours (5-8's), or four (4) consecutive days of ten (10) consecutive hours (4-10's) shall constitute a week's work. Provided, however, when the needs of public require a non-consecutive work week same is permitted and shall be filled by reverse seniority or volunteers from among those working in the affected classification, after negotiating with the Union and obtaining agreement, provided, further, the Union will not unduly withhold agreement.

9.2 Overtime hours are those work hours which employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a work day for those employees assigned to 5-8's or after ten (10) hours in a day for those employees assigned to a 4-10's. The week for overtime purposes is a 7-day period that begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.

9.3 Overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate

of pay.

9.4 Overtime pay shall not be compounded with any other form of premium compensation paid to the employee (excepting Section 9.9 and Section 6.4 above).

9.5 The Union and the Port agree on the following rest and meal period rules, which supersede WAC 296-126-092:

9.5.1 Employees may take one (1) paid fifteen (15) minute rest period for each four (4) hours worked. Rest periods will be taken when operationally feasible and may be taken intermittently (e.g., not in a block of time).

9.5.2 Employees may take one (1) thirty-minute unpaid meal period for each workday that is at least five (5) hours in duration. Those employees who are required to work overtime may choose to take a thirty (30) minute unpaid meal period for each four (4) hours of continuous overtime. Meal periods will be taken at a time or within a range of times as directed by the employee's supervisor.

9.5.3 Rest and meal periods may not be taken to arrive late or leave early. An employee who is unable to take either their rest or meal period shall notify their supervisor.

9.6 Failure to Report: Employees unable to report for work at their scheduled starting time shall report their absence to their Supervisor as soon as it is known they will not be able to report on time. Failure to report is a serious offense and will be dealt with as outlined in the Personnel handbook, the Standards of Conduct section which addresses progressive discipline. Circumstances beyond the control of the employee shall be dealt with on a case by case basis.

9.7 Employees will be given notice of schedule changes as promptly as possible but, not less than 24 hours. (Schedule change does NOT include changing work location, only days worked).

9.8 Regular employees shall be guaranteed 40 hours' work or pay, except for shift rotation or when given notice of a short week in the prior week, *provided*, that this section does not apply to employees who are utilizing Washington's Paid Family Medical Leave Act.

9.9 For all scheduled hours worked on Saturday & Sunday, an additional \$1.50 per hour will be paid.

## **ARTICLE 10 - COMP-TIME**

10.1 Employees may take paid compensatory time off (comp-time) at the rate of one and one-half hours off per hour of overtime worked in lieu of overtime pay. Employees desiring comp-time will complete a comp-time agreement form. An employee who accrues the maximum of forty (40) hours comp-time will not be allowed to accrue additional comp-time. Additional hours shall be paid for at the overtime rate.

10.2 An employee on comp-time off shall be deemed to be on official leave with pay status.

10.3 An employee who notifies their Manager/Supervisor promptly or substantiates to the satisfaction of their Manager/Supervisor they were sick on a scheduled day of comp-time off may request that a day of sick leave be taken rather than previously scheduled comp-time.



10.4 Comp-time can be carried over from month to month, with no more than forty (40) hours being carried over.

10.5 All comp time must be used by the end of the calendar year in which it was earned. In the event that the employee has comp time on the books, the employer will pay out all such accrued comp time as of the end of the first pay period in December of each year of the agreement.

10.6 Comp-time shall be used by mutual agreement and employees are generally encouraged to use it during non-peak seasons of the year.

10.7 Comp-time should be used before vacation time.

10.8 All comp-time earned and used should be recorded on the employee's time sheet.

#### **ARTICLE 11 - CALL BACK/CALL OUT TIME**

11.1 An employee required to report for duty on site after leaving work or on any scheduled day off shall be guaranteed two hours call time paid at time and one half. An employee required to remain after his/her regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. An employee required to work remotely (e.g., by phone or email) after leaving work or on any scheduled day off shall be paid at the overtime rate of time and one half for the overtime actually worked with a minimum of fifteen (15) minutes. No employee shall be required to be out at night alone during a storm, and upon employee request the Port agrees to call out a second employee to work with the first when required for safety reasons.

#### **ARTICLE 12 – STANDBY**

12.1 Employees required to be on "duty ready standby" and have their movement restricted shall be paid three dollars (\$3.00) per hour for all hours required to be on standby status. Restricted movement is defined by FLSA.

12.2 Employees advised of potential work opportunities and asked to call in are not on standby.

#### **ARTICLE 13 - GRIEVANCE PROCEDURE**

13.1 Either party to this Agreement, or an employee, may file a grievance for alleged violation of this Agreement. Grievance shall be specific and not general. Grievances shall cite the section(s) of the Agreement violated, who were involved, why the action is deemed to be a violation of this Agreement and the specific remedy sought.

13.2 Grievances may be settled with the Supervisor/Manager on an informal, non-precedent setting, basis.

13.3 PARTIES RIGHTS AND RESTRICTIONS:

a. Either party to the Agreement may file a grievance against the other, or an employee may file against either party.

b. A party to the grievance shall have the right to record a formal grievance arbitration at the expense of the requesting party.

- c. Any party to a grievance may have a representative present at all steps of the grievance procedure.
- d. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
- e. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Port.
- f. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated by mutual agreement of the parties.
- g. Confidential Communication: Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance or any communication between management and any management representative will be defined as confidential and unavailable to the opposing party.
- h. Any and all time limits specified in the grievance procedure may be extended by mutual written or emailed agreement of the parties. Failure by the employee, employer, or Union to submit the grievance in accordance with these time limits or to move the grievance to subsequent steps in accordance with these time limits without such waiver will constitute an abandonment of the grievance.

#### 13.4 Steps in the Grievance Procedure:

Step 1 Informal: The employee and/or their Union representative shall report a grievance verbally to the employee's Supervisor/Manager within twenty (20) calendar days from the occurrence of the incident on which a complaint is based, or within twenty (20) calendar days of the employee's or parties knowledge of the occurrence. The employee and/or their Union representative will promptly meet to discuss the grievance with the employee's Supervisor/Manager and will notify the Supervisor/Manager that the meeting is Step 1 in the grievance process. The Supervisor/Manager will verbally decide on the grievance to the employee and the Union representative involved within twenty (20) calendar days of the Step 1 meeting.

Step 2 Formal: If a party to the grievance feels Step 1 has not resolved the grievance, the party may appeal in writing to the Port Executive Director within twenty (20) calendar days of the Step 1 decision. There shall be a formal meeting with the employee, if any, and their Union representative, if requested, within ten (10) calendar days from the date of the Step 2 grievance. A decision shall be made, in writing, to the petitioning party by the Executive Director within ten (10) calendar days from the Step 2 grievance meeting.

Step 3 Board of Adjustment: A Board of Adjustment shall be comprised of two members appointed by the Port and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If a fifth member cannot be agreed to, the grievance shall progress to the next Step. Should the Board decide the matter, such decision shall be final and binding on the Port, Union and Grievant, and the grievance may not be pursued to the next Step in the grievance process. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no record of such executive session.

Step 4 Binding Arbitration: If the Board of Adjustment does not decide the grievance, the petitioning party may submit the grievance to binding arbitration by giving written notice to the other party within twenty (20) calendar days of the Step 3 decision. For purposes of selecting an arbitrator, the parties

agree to use a list of eleven (11) local names (Washington and Oregon) obtained from the Federal Mediation and Conciliation Service (FMCS).

If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the Port and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Each side shall be responsible for its own attorneys' fees. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement or amend the written grievance.

## **ARTICLE 14 – SICK LEAVE**

14.1 Sick leave is provided at the rate of eight (8) hours for each month of employment for regular employees with an assignment of forty (40) hours per week. Regular employees with an assignment of less than (40) hours per week shall be granted credits pro rata. No employee shall accrue less than one (1) hour of sick leave for every forty (40) hours actually worked. Credits may be accumulated and carried over to succeeding calendar years. There is no limit to the number of sick leave hours an employee may accrue for actual sick leave purposes. For sick leave cash out in Section 14.4, cash out percentages are subject to accrual limit of 500 hours.

14.2 Sick leave may be used for:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventive medical care. For sick leave purposes, the term "family member" means an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- c. An absence due to closure of the Port by order of public official for any health-related reason, or where employee's child's school or day care is closed for such a reason.
- d. Absences covered by Washington State domestic violence/sexual assault/stalking leave law.

When an employee applies for use of sick leave credits on more than three (3) consecutive work days, the Port may request verification that the employee's use of sick leave is for an authorized purpose in accordance with WAC 296-128-660.

If an employee has been seriously ill or has had a severe injury, before the employee returns to work, the Port may request confirmation from a physician that the employee is physically able to return to their normal work. Sick leave shall continue until physician confirmation of ability to return to work is obtained.

No provision in this agreement shall restrict the Employer's ability to cooperate with a worker's compensation program for employee return to work when such program is in the interest of the Employer and approved by the worker's compensation program.

Once, in April of each year, Employees may convert sick leave with a ratio of four (4) days of sick for one (1) day off into vacation. The employee must keep a bank of at least two hundred and forty (240) hours of sick leave or higher after converting. At the beginning of each April, Payroll will provide each eligible employee their sick leave balance. By the end of April, any requests for conversion must have been submitted to Payroll and will be applied as of the beginning of May.

14.3 Employees suffering illness or injury compensable under the State industrial insurance shall be allowed to use sick leave or emergency leave until the disability becomes permanent or to the amount of their earned credit less any industrial insurance payments for which they are eligible. The Port may satisfy this Section by paying from the Sick Leave bank of an employee only the difference between the amount of L&I compensation and the employee's regular compensation. In such case employees will retain their L&I check and present a copy to the Port to insure proper payment of the difference.

14.4 At the time of separation of employment, sick leave which the employee has accrued shall be paid out to him or her, per the following schedule:

- a. During the first 60 months of continuous employment with the Port: 25% of current sick leave balance, subject to 500 hour maximum accrual.
- b. Beginning with the start of the 61<sup>st</sup> month thru completion of the 120<sup>th</sup> month of continuous employment with the Port: 35% of current sick leave balance, subject to 500 hour maximum accrual.
- c. Beginning with the start of the 121<sup>st</sup> month of continuous employment with the Port: 50% of current sick leave balance, subject to 500 hour maximum accrual.
- d. Sick leave compensation will not be paid to any employees that are terminated for cause.

14.5 The Port will comply with the Washington State Paid Family and Medical Leave (PFML) program. Premiums are established by the State of Washington. Employees will pay the designated employee share of premiums via payroll deduction.

## **ARTICLE 15 – VACATIONS**

15.1 Vacation leave credits will be allowed each regular employee in proportion to the hours worked on the following basis:

0-3 yrs.	6.66 hours per month or 80 hours per year.
4-5 yrs.	8 hours per month or 96 hours per year.
6-7 yrs.	10 hours per month or 120 hours per year.
8-10 yrs.	11.66 hours per month or 140 hours per year.
11-15 yrs.	13.33 hours per month or 160 hours per year.
16-20 yrs.	15 hours per month or 180 hours per year.
20+ yrs.	16.66 hours per month or 200 hours per year.

Prorate credit will be based on employee hours compensable hours per month divided by 173, times the listed credits.

15.2 Employees shall accrue vacation leave credits on a monthly basis based on compensable hours. The accrual rates shall change (according to the above schedule) on the employee's anniversary date of employment.

15.3 When eligible under this Agreement, employees may accrue vacation leave credits up to 320 hours. All hours in excess of 320 hours on the employee's anniversary date will be forfeited. Employees, with over 80 hours of accrued vacation leave, may cash in accrued leave at their regular pay rate if they have taken the required minimum vacations as defined in the Personnel Policy Manual and have at least 40 hours of leave remaining.

15.4 Vacations shall be scheduled at times mutually agreed to between the employee and the supervisor within the scheduling requirements of the Port.

15.4.1 Employees will request vacation at least 2 weeks prior to the desired date and the Port will reply within 4 working days of the request.

15.5 Regular employees upon separation from employment with the Port after six (6) months of continuous service will be paid the value of vacation leave credits earned.

15.6 In the event of the employee's death, all accrued and unused vacation leave credits shall be paid to the employee's beneficiary.

15.7 Recall of employees on vacation will be pursuant to the call back provisions at Section 11.1.

15.8 Any employee who was not allowed to take vacation will not be subject to 15.3 above, and will be allowed to cash out up to an amount equal to their annual accrued hours of vacation, over 320 hours but to no less than 40 hours based on their anniversary date. This does not apply to PERS 1 employees.

## ARTICLE 16 – HOLIDAYS

16.1 All employees shall be granted eight (8) hours, with pay, for those holidays assigned below:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving Day	
Christmas Day	December 25
December 24 or 26	Varies with the year

16.2 Floating Holidays - Two (2) floating holidays shall be granted and selected at the option of the employee with one (1) week's prior notice and approval of the Supervisor/Manager. To be eligible to receive the floating holidays, a new employee must be on the payroll for twelve (12) months. These

holidays must be used by December 31st of each year, or be lost. The Department Head may authorize exceptions to this rule and allow individual employees to "carry over" floating holidays on a case by case basis.

16.3 Holidays Observed - When a holiday falls on a Saturday, the preceding Friday shall be observed by those employees who work a regular Monday through Friday schedule and when one of the holidays falls on Sunday, those employees shall observe the holiday on the following Monday. The employees will be giving 10 days notification on the days observed.

16.4 An employee will not receive holiday pay if the employee is absent on their first scheduled work day prior to the holiday or their first scheduled workday following the holiday and that absence is unexcused. Employees on "leave of absence without pay" or lay off shall not receive holiday pay.

16.5 Employees who work on a designated holiday shall be paid for the hours worked on such holiday at one and one-half (1-1/2) times their regular rate of pay per hour.

16.6 When a holiday falls within an employee's vacation period, the holiday will not be counted as a day of vacation.

16.7 Regular part-time employees will be paid prorata for holidays if the holiday would be part of the regular work schedule based on their normal work week.

#### **ARTICLE 17 - EMERGENCY LEAVE**

17.1 Emergency leave may be used by an employee under the following general conditions:

- a. The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.
- b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

17.2 Leave for emergency will be charged against vacation leave credits accumulated by the employee. If conditions (a) and (b) exist and employee does not have sufficient leave credits, employee may take leave without pay or received credits through the leave credits program, if approved by the Port Executive Director or Designee.

#### **ARTICLE 18 - BEREAVEMENT LEAVE**

18.1 Bereavement leave shall be authorized to regular employees for a maximum of forty (40) paid hours per event, per calendar year on the death of a member of the employee's immediate family, which is defined as follows: husband, wife, grandparent, parent, child, grandchild, brother, sister, mother in law, father in law, domestic partner, and step relations of the same degree. Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated sick or regular leave.

#### **ARTICLE 19 - JURY DUTY**

19.1 An employee called for jury duty in any municipal, county, state or federal court shall advise the Port upon receipt of such call and, if taken from work for such jury duty, shall be paid their regular

compensation minus any compensation received from jury duty. The employee must provide documentation to the Port of the amount of compensation received for jury duty.

## **ARTICLE 20 - MILITARY LEAVE**

20.1 Any employee who is a member of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or Armed Forces of United States shall be entitled to military leave with pay for a period not to exceed twenty-one (21) days during any calendar year beginning October 1 and ending September 30 in order that the employee may report for required military duty, training, or drills or state active status. Such military leave shall be granted pursuant to the RCW 38.40.060. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States or the United States Public Health Service may seek leave of absence for a period not to exceed the actual tour of duty, service or training, and upon return shall be entitled to re-employment providing the individual complies with the provisions of the Revised Code of Washington 73.16, or as hereafter amended. For purposes of this Section twenty-one (21) days shall mean twenty-one (21) calendar days beginning with the first (1st) day of absence from employment.

## **ARTICLE 21 - LEAVE OF ABSENCE**

21.1 A leave of absence may be requested by any regular employee. The decision as to whether or not such leave of absence will be granted is with the Port Executive Director or Designee. No leave of absence shall exceed a period of thirteen (13) months. Any request for leave of absence shall be in writing, and that writing shall state the time period for which the request is made. The granting of any such request for leave of absence shall also be in writing and signed by the Port Executive Director. Any leave of absence shall be without pay and all Port benefits of the employee shall cease during the period of the leave of absence. The employee may, if satisfactory arrangements can be made, continue insurance plans in effect by prepayment of the insurance premiums. Where the leave of absence does not exceed fifteen (15) days, the Port Executive Director or Designee may authorize payment of fringe benefits at his/her discretion.

## **ARTICLE 22 - HEALTH AND WELFARE**

22.1 The Port offers medical and associated health insurance coverage for all regular employees and eligible dependents (at least 80 hours in any month). Coverage becomes effective on the first day of the third month following the inception of regular employment, with the Port paying the insurance premiums as provided below.

22.2 The Port may change plans or providers with approval by a majority of the members. The Union shall be given ninety (90) days' notice of the intended change and given an opportunity to suggest alternative courses of action by the Port.

22.3 Effective after ratification in, 2021, for hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Medical Plan B, said payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month. In addition to the basic provisions of the Plan B the following optional benefits shall be a part of the benefits: 9 month disability premium waiver, Plan C Employee Time Loss benefit, and \$30,000 of employee Life/AD&D insurance. As of 1/1/20 the monthly cost of

Port of Port Townsend and  
Teamsters Local 589  
2021 through 2023

this package is a total monthly contribution of \$1,387.20.

22.4 Effective January 1, 2021, based on December 2020 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Dental Plan B, payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month.

22.5 Effective January 1, 2021, based on December 2020 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Vision Plan EXT, payments to be made to the Washington Teamsters Welfare Trust on or before the 10<sup>th</sup> day of each month.

22.6 Port shall, for the duration of the agreement, provide (80%) of all Medical Dental and Vision premiums associated with providing the benefits described in Article 22.3, 22.4 and 22.5 above. Likewise, the employees shall, for the duration of the agreement, provide the balance of the premiums associated with maintaining the benefits described in 22.3, 22.4 and 22.5 above to make policy premiums whole this amount will be equal to 20% of the premium costs. The Port agrees to take reasonable steps to permit the employee cost of medical to be paid (deducted) on a pretax basis and at no additional cost to the Port.

#### **ARTICLE 23 – SEVERANCE PACKAGE**

23.1 In the event of a RIF or Reorganization, a pro-rated Severance Package equal to 1 week's wages and benefits, up to a per year service, max of 12 weeks, will be given to all separated employees of the Port who have 3 years of continuous service or more.

#### **ARTICLE 24 - WHISTLE BLOWER PROTECTION**

24.1 The Port and Union agree that any bargaining unit member having information regarding the wrongdoing of an employee or official shall not be discriminated against for "blowing the whistle". The Port agrees to comply with all federal and state statutes regarding Whistle Blowers.

#### **ARTICLE 25 - PERSONNEL POLICY**

25.1 Except as provided herein the Port's personnel policy shall apply to employee matters.

#### **ARTICLE 26 – DRIVE PROGRAM**

26.1 The Port shall deduct and transmit to D.R.I.V.E. IBT #25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contributions(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Port's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Port.



26.2 The Port shall remit to the D.R.I.V.E. at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14<sup>th</sup>) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied. An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E., his or her Business Agent, and the Port's payroll department. Such notices received by the Port's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month.

## **ARTICLE 27 - TERM OF AGREEMENT**

27.1 This agreement shall be effective upon its execution and shall continue in full force and effect to and including December 31, 2023. Should either party desire to modify or terminate this agreement on December 31, 2023, it shall serve written notice at least one-hundred eighty (180) days prior to this date. This agreement may be extended by mutual agreement through the end of 2024.

## **ARTICLE 28- SEVERABILITY AND SUPERIORITY**

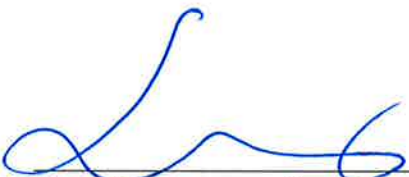
28.1 In the event that any portion of this Agreement is ruled invalid by a court with jurisdiction, the remainder of the Agreement or its application to any other party, person, or circumstance shall not be affected. If any portion is ruled invalid, the Union and the Port shall meet and expeditiously proceed to negotiate a replacement provision.

Signed this 21<sup>st</sup> day of September, 2020.

TEAMSTERS LOCAL UNION 589

PORT OF PORT TOWNSEND

  
Secretary Treasurer Mark Fuller

  
Executive Director Eron Berg

## **APPENDIX “A”**

This wage table will be increased by 100% of the Seattle Tacoma Bellevue CPI-U Bi-Monthly Data June to June, in January 1, 2021, and January 1, 2022, and January 1, 2023 with 2% Minimum to a Maximum of 5%. This will continue for the life of the agreement.

A.1 Employees shall move through the salary schedule steps as defined below upon completion of a satisfactory evaluation in accordance with the below.

Step 1 Is the entry level where qualified employees usually start.

In general steps 2 and 3 reflect an accumulation of job skill, port knowledge, and time in service.

Step 4 Reflects utilization of skills and port knowledge closer to fully meeting expectations.

Step 5 Reflects fully meeting all expectations of the job. This describes an employee who is fully skilled, motivated, and creative, understands port operations, can perform all aspects of the job well, is a team player, and provides excellent customer service.

Step 6-8 Reflect superior performance based on advanced skills and experience. These are usually individuals who demonstrate personal initiative by taking advanced classes in their field and considered knowledge and skills experts. They actively train and share their knowledge with peers.

Steps 9-10 Reflect exceptional performance, attitude and role modeling. They often step up and perform work above their grade. Port customers and stakeholders often recognize them for outstanding customer service. These are the people others go to for advice and assistance with the most complex and difficult problems and issues. (These people are ready for internal or external promotion).

A.1.1 At the end of the first year of employment with the Port and each subsequent year there will be a performance evaluation to determine any step increase warranted based upon the employees skills, abilities, training, experience and performance.

### **A.2 Project Compensation:**

Individuals may also qualify for extra compensation for completing special projects that are over and above the already high expectations of the job. The idea for the project may come from an innovative employee or from management which mutually agree. To qualify for extra compensation the project must significantly add to port: operating efficiencies, cost savings, revenue generation, or customer service, and the Port must decide the project is a worthwhile priority. As regular part of employee's jobs you are expected to be creative and continually look for ways to do your job better, safer, and more efficiently. A qualifying project will then be over and above the normal skill sets and scoped of work normally expected and must be planned in advance of starting through discussion with the relevant supervisor who will get final direction and authorization to move forward from the Port leadership team.

Extra compensation, for approved projects, will be awarded as a one-time payment paid in a separate check. The amount will be determined based on the significance and value to the Port.

### A.3 Wage table:

**Port of Port Townsend  
Union Wage Table  
Effective January 1, 2021, includes 2.0% CPI**

Grade	85%		95%		100%		Merit Based Steps					
	Step 1	Step 2	Step 3	Step 4	Step 5		Step 6	Step 7	Step 8	Step 9	Step 10	
7	\$18.16	\$18.70	\$19.26	\$19.84	\$20.43		\$21.05	\$21.68	\$22.33	\$23.00	\$23.69	Yard Laborer
8	\$19.22	\$19.79	\$20.39	\$21.00	\$21.63		\$22.28	\$22.95	\$23.63	\$24.34	\$25.07	Yard Laborer/Custodian (a, b)
9	\$20.29	\$20.90	\$21.52	\$22.17	\$22.83		\$23.52	\$24.22	\$24.95	\$25.70	\$26.47	Custodian (b)
10	\$21.40	\$22.04	\$22.70	\$23.38	\$24.09		\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	Hoist Operator I
11	\$22.98	\$23.67	\$24.38	\$25.11	\$25.86		\$26.64	\$27.44	\$28.26	\$29.11	\$29.98	Cust Service Rep, Quilcene Facility Attendant
16	\$25.78	\$26.55	\$27.35	\$28.17	\$29.01		\$29.88	\$30.78	\$31.70	\$32.65	\$33.63	Cust Service Rep II, Hoist Oper II, Enviro Spec
17	\$24.92	\$25.67	\$26.44	\$27.23	\$28.05		\$28.89	\$29.75	\$30.65	\$31.57	\$32.51	Maintenance Tech II
18	\$25.62	\$26.39	\$27.18	\$28.00	\$28.84		\$29.70	\$30.59	\$31.51	\$32.46	\$33.43	Maintenance Tech II - Mechanic I
21	\$28.82	\$29.68	\$30.57	\$31.49	\$32.43		\$33.40	\$34.41	\$35.44	\$36.50	\$37.60	Hoist Operator III
22	\$27.73	\$28.57	\$29.42	\$30.31	\$31.21		\$32.15	\$33.12	\$34.11	\$35.13	\$36.19	Maintenance - Carpenter
23	\$29.04	\$29.91	\$30.81	\$31.73	\$32.68		\$33.66	\$34.67	\$35.71	\$36.79	\$37.89	Maintenance - Mechanic (c)
29	\$33.94	\$34.95	\$36.00	\$37.08	\$38.19		\$39.34	\$40.52	\$41.74	\$42.99	\$44.28	Maintenance Lead - Mechanic II (c)

(a) Grade 8 was formerly Grade 9; a new Grade was required for the Custodian position, as well as the Yard Laborer/Custodian position.

(b) Two (2) new positions were created in November 2019: Yard Laborer/Custodian and Custodian.

(c) Maintenance Lead - Mechanic II, Grade 29, replaced the position of Maintenance - Mechanic in 2018. The former position remains on the wage table, though does not have to be filled.

**2020 Wage Table was updated with the 2.0% CPI increase effective January 1, 2021.**

## APPENDIX "B"

<u>Classification</u>	<u>Range</u>
Yard Laborer	7
Yard Laborer/Custodian (a, b)	8
Custodian (b)	9
Hoist Operator I	10
Customer Service Representative	11
Quilcene Facility Attendant	11
Hoist Operator II	16
Customer Service Representative II	16
Environmental Specialist	16
Maintenance Tech II	17
Maintenance Tech II/Mechanic I	18
Hoist Operator III	21
Maintenance - Carpenter	22
Maintenance – Mechanic (c)	23
Maintenance Lead/Mechanic II (c)	29

# 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.

Port of Port Townsend

Teamsters Union Local 589

Employer Name

Labor Organization (Union) Name

P.O. Box 1180

P.O. Box 4043

Address

Address

Port Townsend WA 98368

Port Angeles WA 98363

City State Zip Code

City State Zip Code

## COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2021 to: 12/31/2023

☐ New Account ☒ Renewal — Account No. 126931 Approximate No. of Covered Employees 18

## INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.)

Employer is: ☒ Public Entity ☐ Corporation - State of ☐ Partnership ☐ Sole Proprietorship ☐ LLC

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

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

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

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)						Monthly Rate
Medical Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> Z		\$ 1268
Life/AD&D	<input checked="" type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent					\$8.60
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent					
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	<input type="checkbox"/> E - \$500	<input type="checkbox"/> A - \$400	<input type="checkbox"/> B - \$300	<input checked="" type="checkbox"/> C-\$200	<input type="checkbox"/> D-\$100	\$6.00
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only					\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical					\$
Dental Plan	<input type="checkbox"/> A	<input checked="" type="checkbox"/> B	<input type="checkbox"/> C			\$87.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental					\$
Vision Plan	<input checked="" type="checkbox"/> EXT					\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision					\$

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

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

Contributions above are effective (month, year) January 20 21 based on employment in the prior month.

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

## EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer

For Union

Title/Assn Dir. of Finance Date 9/22/2020 Title S-T Date 9/21/2020

### **ELIGIBILITY TO PARTICIPATE IN TRUST**

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

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

### **REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY**

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

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

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

### **MECHANISM FOR HANDLING CONTRIBUTION INCREASES**

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

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

### **ACCEPTANCE OF TRUST AGREEMENT**

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

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

### **APPROVAL OF TRUSTEES**

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

Date \_\_\_\_\_

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

# WASHINGTON TEAMSTERS WELFARE TRUST

## SUBSCRIPTION AGREEMENT GUIDELINES

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

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

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