

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Mark McCauley, Interim County Administrator
Sarah Melancon, Human Resources Director
DATE: September 26, 2022
SUBJECT: **AGREEMENT and SUBSCRIPTION AGREEMENT** re: Collective Bargaining Agreement and Subscription Agreement for Trust Participation for Jefferson County Central Services Employees; January 1, 2021 through December 31, 2023; Teamsters Local #589 and Washington Teamsters Welfare Trust

STATEMENT OF ISSUE:

The Teamsters Collective Bargaining Agreement covering Jefferson County Central Services Employees expired December 31, 2020. In addition to the Collective Bargaining Agreement, a subscription agreement is included for employees to participate in the Washington Teamsters Welfare Trust in order to receive health care benefits.

ANALYSIS:

As a result of negotiations with the Teamsters Union, the attached agreement was ratified by employees represented by Teamsters.

FISCAL IMPACT:

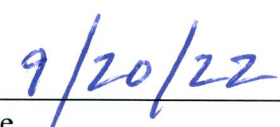
- 9% general wage adjustment retroactive to January 1, 2021.
- 2.5% Step Adjustment in 2022 - Steps in wage table change from 12 to 10 in 2022 (Removing steps 1 & 2 and adding a new step 12)
- 0% general wage adjustment for 2022.
- 0% general wage adjustment for 2023.
- One additional vacation day is provided each year effective January 1, 2022
- Longevity pay: Employees shall receive the following annual longevity pay for completing the following years of service:
 - 5 years of employment \$600
 - 10 years of employment \$1,000
 - 15 years of employment \$1,400
 - 20 years of employment \$1,800
 - 25 years of employment \$2,200

RECOMMENDATION:

Approve and sign the Collective Bargaining Agreement and the Subscription Agreement.

REVIEWED BY:


Mark McCauley, County Administrator


Date

AGREEMENT

By and Between

**JEFFERSON COUNTY
CENTRAL SERVICES DEPARTMENT**

and

**TEAMSTERS LOCAL UNION NO. 589
OF THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

Effective: On County Adoption
To: December 31, 2023



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JEFFERSON COUNTY CENTRAL SERVICES DEPARTMENT

Through December 31, 2020

PREAMBLE

It is hereby agreed between JEFFERSON COUNTY, the Employer and TEAMSTERS LOCAL #589, the Union that the employment of all employees working in the CENTRAL SERVICES DEPARTMENT, as shown in Appendix "A" shall be governed by the following conditions.

Employees of the Central Services Department working in classifications not listed in Appendix "A" are exempt from this Agreement. It is also understood and agreed that the County possesses the sole right to operate the Central Services Department in order to properly carry out the functions of County government and that all management rights rest with the County except as may be specifically restricted by this document.

ARTICLE 1 - UNION NOTIFICATION AND FEES:

- 1.1 **Notification of New Hires:** The Employer agrees to notify the Union each month when new employees are hired providing the employee's name, date of hire, position and wage rate. As provided in RCW 41.56.037 the Employer shall provide the exclusive bargaining representative reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee.
- 1.2 **Payroll Deduction Procedure:** As provided in RCW 41.56.110 the Employer shall deduct and transmit monthly those regular Union initiation fees, dues, and regular assessments from the pay of each employee who so affirmatively authorize in writing the Employer to make the deduction. Employee affirmative authorization forms shall be retained by the County. In addition, the Employer shall provide the Union with a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of or arising from any payroll deduction made on the Union's behalf. The Union may give the Employer thirty (30) days written notice to discontinue payroll deductions for any employee subject to this Section.
- 1.3 Part-time employees, who are not "extra help," "Casual Labor," or "Clerk Hire" may perform bargaining unit work. All benefits conferred by this contract shall be prorated on the basis of hours compensated to the part-time employee in relation to 2080 hours. The parties agree that part-time employees will not be used to supplement historic full-time jobs except for bona fide employee accommodation and job share situations.
- 1.4 The Employer hereby reserves the right, subject to the exclusive discretion of the Employer, to discharge any employee in its employ if the employee's work is not satisfactory. Reason for discharge shall be furnished in writing.
- 1.5 No worker shall be discharged or discriminated against for upholding Union principles; and any worker who works under the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason.
- 1.6 The Employer agrees not to enter into any agreement or contracts with its employees individually or collectively which in any way conflicts with the terms and provisions of this

agreement. Any such agreement shall be null and void, unless adopted in writing by the Local Union and Employer.

- 1.7 No employee shall be laid off due to the contracting or sub-contracting of bargaining unit work. In addition, the employee shall not suffer a reduction in pay as a direct result of the Employer's sub-contracting of unit work. In the event of a permanent closure or discontinuance of an operation or function of the Central Services Department the County will provide not less than sixty (60) days notice to the Union and will bargain with the Union the impact of the resulting layoff on any affected employees.

ARTICLE 2 - RESERVED:

ARTICLE 3 - LAYOFFS:

- 3.1 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. Employees shall be given at least two weeks notice of layoff.
- 3.2 The County shall select the positions or classifications to be eliminated and the effective date of the layoff. The persons occupying such position or classification will be laid off unless they have previously held satisfactory, regular employment status in a position or classification occupied by a person with less seniority in the Department AND, in the County's judgment that the employee's performance was satisfactory in that position, and provided the employee is equally qualified and efficiently performs all the duties of the position they are "bumping" to (and possesses required licenses and certifications). The person bumped shall have less seniority and shall be the person laid off, subject only to that person's ability to bump another.
- 3.3 For up to thirteen (13) months after layoff, employees shall be informed of openings in positions or classifications for which the employee is qualified, by mail to the address on file in the Payroll Section of the Auditor's Office. The employee shall keep the Payroll Section of the Auditor's Office informed of their current address. During this one (1) year period, laid off employees shall be given consideration to fill openings for which the employee is qualified. Employees in lay off status are responsible to submit a letter of interest, resume or completed application for a position they are interested in. They may apply during the "in house," application period. Employees shall be notified of openings as provided in the Jefferson County Personnel Administration Manual [Chapter 10, Section 10.1.2].
- 3.4 For the purposes of re-hire from layoff status, seniority shall be determined by years of continuous service as an employee of the County. Seniority shall be lost after thirteen (13) months in layoff status.

ARTICLE 4 - SENIORITY, TRIAL PERIOD & PROMOTIONS:

- 4.1 No employee shall have their seniority established prior to completing one hundred and eighty-two (182) consecutive days employment with the Employer, which period may be extended one time up to an additional ninety (90) days by giving the employee and Union twenty (20) days notice of such intended action by the County.
 - 4.1.1 Both the Employer and the Union recognize the importance of filling each position with the most capable individual available. In promoting, the Employer will recognize skill and merit as the principal consideration in making promotions.

Should two candidates have equal skill and merit in the opinion of the Central Services Director, then the seniority of the employee shall be considered.

- 4.1.2 Seniority according to this agreement shall consist of the most recent continuous employment with the Employer in a bargaining unit position. The employees' earned seniority shall not be lost because of paid absences due to illness or authorized leave of absence, or due to a temporary layoff.
- 4.2 Employees being promoted to a permanent higher classification shall have a one hundred and eighty-two (182) day Trial Period. If the employee does not complete the trial period, said employee shall be returned to their previously held classification and Article 3 shall apply should a workforce reduction result. The Trial Period may be extended by mutual agreement between the employee and the employer.
- 4.2.1 A promoted employee may use up to two (2) weeks of accrued vacation during their promotional trial period with the approval of their Department Director.

ARTICLE 5 - PROGRESSIVE DISCIPLINE:

- 5.1 The Parties recognize the inherent Rights of Management to manage the affairs of the Employer; however, in the exercise of such Management Rights the administration of discipline after trial period is satisfactorily completed shall only be for just cause.
- 5.1.1 Disciplinary procedure will be the same as the Jefferson County Personnel Administration Manual. Adopted December 15, 2003 as amended, or its substantive equivalent.
- 5.2 Oral warnings shall remain in the employees personnel file, however after a one (1) year period, provided there has been no further disciplinary action for similar cause, such oral warning shall be too old for the purpose of progressive discipline.
- 5.3 Written warnings shall remain in the employee's personnel file, however after a two (2) year period, provided there has been no further disciplinary action for similar cause, such written warning shall be too old for the purpose of progressive discipline.
- 5.4 All disciplinary actions shall remain in the employee's personnel file indefinitely and shall only be used for progressive discipline as provided above.
- 5.5 Warnings that are too old for progressive discipline are not admissible as evidence in any disciplinary grievance.
- 5.6 Any paper that reflects unfavorably on the employee and will be put in their personnel file shall be initialed by the employee. The employee's initials are not an admission of guilt but verification that they have seen it and it is the paper that was put in the file. If the employee refuses to initial the document, management shall note such and put the document in the personnel file.

ARTICLE 6 - GRIEVANCE PROCEDURE:

- 6.1 OBJECTIVES:
- To informally settle disagreements at the employee-supervisor level;

- To provide an orderly procedure to handle the grievances through each level of supervision;
- To correct, if possible, the cause of the grievance;
- To prevent future complaints;
- To promote harmonious relations among employees, their supervisors, and Departmental Administrators;
- To assure fair and equitable treatment of employees;
- To resolve grievances at the Departmental level before appeal to higher levels.

6.2 DEFINITIONS: The following terms, as used in this contract, shall have the following meaning:

GRIEVANCE: A complaint by an employee or a Union representative concerning the interpretation or application of this Agreement. A grievance may be filed when the employee believes an injustice has been done because of unfair application of a policy or an alleged violation of any term or condition of this Agreement or policy.

WORKING DAY: Exclusive of Saturday, Sunday and holidays.

EMPLOYEE: Any employee of the Jefferson County Central Services Department covered by this Agreement.

IMMEDIATE SUPERVISOR: The person who assigns, reviews or directs the work of an employee.

LABOR RELATIONS ADMINISTRATOR: For purposes of this Agreement, the County Administrator, or their designee.

SUPERIOR: Any person to whom an immediate supervisor report.

REPRESENTATIVE: A person who appears on behalf of the employee.

DEPARTMENT DIRECTOR: The Director of Central Services of the County of Jefferson.

6.3 TIME LIMITS: Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee/Grievant to submit the grievance within time limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of the County to respond within the time limits specified will allow the Grievant to submit the grievance to the next higher step of the grievance procedure.

6.4 PARTIES RIGHTS AND RESTRICTIONS:

- A party to the grievance shall have the right to record a formal grievance meeting at their own expense.
- An employee may have a Union representative present at all steps of the grievance procedure.

- C. Reasonable time in processing a grievance will be allowed during regular working hours for the Shop Steward, with advanced supervisory approval.
- D. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the County.
- B. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.
- F. Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance will be defined as confidential. Likewise, for communication with the Employer's representative.

6.5 STEPS IN THE GRIEVANCE PROCEDURE:

- 6.5.1 Step #1: The employee and/or their representative shall within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the employee's knowledge of the occurrence, will promptly meet to discuss the complaint with the employee's immediate supervisor. The supervisor will issue a written decision on the complaint to the employee and the representative involved within twenty (20) working days following the grievance meeting.
- 6.5.2 Step #2: If the employee feels the immediate supervisor has not resolved the grievance, the employee may appeal to the Director of Central Services. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Director of Central Services shall hold a formal meeting with the employee and their representative, if requested, within twenty (20) working days from the date of the appeal receipt and attempt to settle the grievance. A decision shall be made, in writing, to the employee by the Director of Central Services within twenty (20) working days from the close of the formal meeting.
- 6.5.3 No settlement achieved in Steps 1 or 2 shall constitute a precedent for any future issue unless the Union and the Labor Relations Administrator shall agree to such settlement as binding on the parties in future disputes.
- 6.5.4 Step #3: If the employee feels the Department Director has not resolved the grievance, the employee may appeal to the County Administrator or designee within twenty (20) working days of delivery of the Department Director's written decision. At this time, all supporting documents and evidence, including summaries of testimony, contract analyses and other factors the grievant will rely upon relative to the grievance shall be included with the appeal. The County Administrator or designee shall hold a formal meeting with the employee and the representative, if requested, within twenty (20) working days from the date of the appeal receipt, and attempt to settle the grievance.
- 6.5.5 If the alleged grievance is not settled within twenty (20) working days after either party refers the matter to the other party in accordance with Section 6.5.4, by mutual agreement the parties may refer the grievance to a Board of Adjustment within twenty (20) working days.

6.5.6 The Board of Adjustment shall be comprised of two members appointed by the Employer 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, or if the grievance is not referred to the Board, then Section 6.5.7 shall apply. Should the Board decide the matter, such decision shall be final and binding on the Employer, Union and Grievant and Section 6.5.7 shall not apply to any grievance decided by the Board of Adjustment. 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.

6.5.7 Step #4: Binding Arbitration: If the grievant is not satisfied with the decision of the County Administrator, or designee, within twenty (20) working days after delivery of the decision and the matter is not referred under Section 6.5.6 or no decision is rendered under Section 6.5.6, the Union may submit the grievance to binding arbitration. For purposes of arbitration, the parties agree to use the Public Employees Relations Commission. If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the County and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by the requesting party. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement. Either party may tape record the proceeding as their personal record of the hearing. Upon request, the taping party will make a copy of the tape available to the other party or either party may obtain a copy of any recording made by the Arbitrator.

ARTICLE 7 - HOURS OF WORK AND OVERTIME:

- 7.1 The normal work week shall consist of five consecutive days of eight (8) hours, or four (4) consecutive days of ten (10) hours, between the hours of 6:00 a.m. and 6:00 p.m. Eight (8) hours shall constitute a day's work and forty (40) hours a week's work. All time worked in excess of eight (8) hours per day for those working 5/8's or 10 hours per day for those working 4/10's, or in excess of forty (40) hours per week shall be overtime and paid for at the rate of time and one half. No reduction of pay for working at less than classification rate.
- 7.2 Classifications that may require any employee to attend night meetings may be adjusted with flexible scheduling, if an employee works the regularly scheduled shift on the day of the night meeting, time off must be scheduled and taken off within ten (10) working days of the meeting; otherwise the employee shall be paid for the overtime hours or granted compensatory time at the overtime rate.
- 7.3 Any employee completing a regular shift that is requested or required to return to work shall be entitled to call back under Article 8. Employees shall be paid overtime after forty (40) hours as required by Federal Law.
- 7.4 Compensatory Time: Compensatory time may be accumulated up to a maximum of forty (40) hours. Compensatory time to be taken by mutual agreement between the employer and the employee.

ARTICLE 8 - CALL BACK TIME:

- 8.1 An employee required to report for duty after leaving work or on any weekend shall be guaranteed three (3)) hours call back time paid at time and one half or actual time worked

whichever is greater. An employee required to report for duty before their regular shift or to remain after their regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. Whenever any employee shall be required to be out at night alone by their supervisor they are to be provided with a cell phone enabling the employee to call for back-up in an emergency.

- 8.2 Call back outside the regular hours of work, regular quit to midnight will add an additional \$0.25 per hour. Midnight to regular start \$0.50 per hour.

ARTICLE 9 - STATUTORY AND COUNTY BENEFITS

- 9.1 The Employer and Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties into this Agreement such benefits shall be administered in accordance with the enactment and to the extent permitted the Employer and employee shall contribute to the cost of such non-negotiated benefit.
- 9.2 Beginning January 2018 the sick-leave provisions of this agreement shall be administered pursuant to the Washington Sick Leave law as same may be amended provided however, there will be no reduction in benefits provided in this agreement.
- 9.3 Washington State Paid Family Medical Leave (RCW 50A.04) premiums shall be paid by the Employer and employee as permitted by the Statute with employees paying the Family Leave portion and 45% of the Medical portion.
- 9.4 Maintenance employees shall be eligible for reimbursement for personal work-related expenses as follows:
- 9.4.1 Effective in year 2022 and upon management approval and in accordance with the Public Works Protective Footwear Policy the County will reimburse an employee up to two-hundred dollars (\$200.00) towards the purchase of safety footwear within any 24 calendar months.
- 9.4.2 Effective beginning in the year 2022 and upon employee preapplication and approval by the Director (or designee) employees purchasing prescription safety glasses shall be reimbursed up to two-hundred dollars (\$200.00) within any twenty-four (24) calendar months.

ARTICLE 10 - WAGES:

- 10.1 The grade and step system is provided in Appendix A.
- 10.1.1 Effective with the pay-period following adoption the 2021 wage rates shall be increased by 9% and shall be reflect the wage table in Appendix A
- 10.1.1.1 “Retro Pay” for employees on the payroll when fully adopted shall be calculated by multiplying each employee’s YTD Gross earnings immediately preceding the wage increase by 9% which shall be a “lump-sum” retroactive pay agreement.
- 10.1.2 The 1st full pay-period in 2022 add a new step 12

- (1) Those in step 3 or higher shall move up one step and on their next monthly step date move up one additional step unless they are then in step 12.
 - (a) This change affords all employees in the bargaining unit access to a 2.5% higher top pay for their position grade (step 12) to move to or eventually move to increasing all top wages by 2.5% in addition to the general wage increases in 2021.
- (2) Drop steps 1 and 2. Move employees at step 1 and 2 to Step 3, and they keep their current step date (i.e., July, Sept, etc.) for moving to step 4.
 - (a) This increases the entry rate to step 3 rates.
- (3) This modification to the pay table shall be retroactive to January 1, 2022 and may be effectuated by payroll applying the appropriate percentage to each employees YTD earnings for 2022 in addition to amounts retroactive as required by §§ 10.1.1

10.1.2 Wages for 2023 shall remain at the wage table 2022 rates.

10.1.3 If the Union should demonstrate to the County no later than September of any contractual year that wages of the bargaining unit have become 3% or more below the average of the standard comparable Counties used by Jefferson County in making wage comparisons AFTER including the NEXT general wage increase, the parties agree to meet upon request for the purpose of discussing a resolution of the disparity as part of the next year's wage adjustment comparing year to year.

10.1.4 During the 2021-2023 contract period and as part of the County's MUNIS enterprise-wide software project, the Payroll system will be replaced. During that process, issues may be identified that impact the administration of this labor contract. The Union agrees to effectuate such changes as is needed however the Union reserves the right to demand bargaining regarding the impact of any change meeting the requirements of RCW 41.56 required bargaining.

10.2 Step advancements occur once every twelve (12) months on the first of the month of the employee's anniversary date. See Section 10.6 for promotions.

10.2.1 Employees designated as follows by the County will be paid an additional amount as indicated provided, however that this agreement does not require the Director to make such designation:
Lead – 5.0%;
Foreman 12.5%

10.2.2 Employees required or assigned by the Central Services Director to perform the work of a higher classification during the absence or vacancy of an employee shall during the period of such emergent situation or assignment by the Central

Services Director be paid at a step in the higher classification which will provide a minimum of a five percent (5%) salary adjustment above their current salary.

- a) This section does not apply to routine activities while "covering for an absent employee"
 - b) This section shall apply to emergent situations
 - c) This section shall apply when an employee is specifically assigned for two (2) weeks or more to perform the essential duties of the higher classification.
 - d) This section does not apply to employees assigned to Foreman work pursuant to 10.2.1 as an employee can get paid per 10.2.1 or this section but not both.
- 10.3 New employees hired into County service in the Department shall be placed at a grade and step consistent with employee experience, education, and training as evaluated by the County at the time of hiring. New employees will have their step date established at the first of the month that is twelve (12) months from their date of hire.
- 10.4 Employees transferred into the unit by the Employer shall be placed at the appropriate grade/step without any loss in pay and shall make step advancements based on the step date from their previous position. All accrued benefits will continue to accrue from the employee's original hire date with the County.
- 10.5 Employees transferring into the Department at their request shall be governed by the currently adopted version of the Jefferson County Personnel Administration Manual, adopted December 15, 2003 as amended, or its substantive equivalent. Such employees shall establish a new step date based on the effective date of the transfer. Step increases will be given at the first of the month of the step date.
- 10.6 Employees promoted within the Department shall establish a new step date based on the effective date of the promotion. The first step increase will occur on the first of the month which is twelve (12) months from the effective date of the promotion.
- 10.7 Any employee may request a change in classification using the procedures in the currently adopted version of the Jefferson County Personnel Administration Manual as amended, or its successor.

ARTICLE 11 - LONGEVITY:

- 11.1 Upon completion of the following years of employment, the Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible employees at the pay period which follows their anniversary date or month of employment. Employees once eligible for longevity shall be paid monthly and should they terminate prior to their anniversary date a lump sum of the remaining earned but unpaid longevity payment shall be included in the employee's final paycheck.

(1)	Five (5) years employment	\$	400.00
(2)	Ten (10) years employment	\$	800.00
(3)	Fifteen (15) years employment	\$	1,200.00
(4)	Twenty (20) years employment	\$	1,600.00

11.2 The above amounts are based on eight (8) hour shifts. Seven (7) hour shifts are based on three hundred and fifty dollars (\$350.00) for each five-year longevity increment. Seven and one-half (7 1/2) hour shifts are based on three hundred seventy-five dollars (\$375.00) for each five-year longevity increment.

11.3 Effective January 1, 2022 Sections 11.1 and 11.2 are void and replaced per below:

11.3.1 Longevity Pay – Employee upon completion of the following years of employment, the Employer shall pay, as an annual longevity bonus, the amounts which follow to eligible Employees at the pay period which follows their anniversary date or month of employment. Employees once eligible for longevity shall be paid 1/12th monthly and should they terminate prior to their anniversary date a lump sum of the remaining earned but unpaid longevity payment shall be included in the employee's final paycheck.

- 5 Years of employment shall receive \$600
- 10 years of employment shall receive \$1,000
- 15 years of employment shall receive \$1,400
- 20 years of employment shall receive \$1,800
- 25 years of employment shall receive \$2,200
- The above amounts are based on eight (8) hour shifts and shall be prorated based on shifts less than 8 hours.

11.3.2 Employees currently receiving a longevity payment shall be "Grandfathered" into their current payment and continue that payment until such time as the provisions of Section 11.3.1 would provide for a greater amount.

11.3.3 Effective January 1, 2023 the table in §§ 11.3.1 shall be void and the following shall apply.

- 5 Years of employment shall receive \$600
- 10 years of employment shall receive \$1,000
- 15 years of employment shall receive \$1,400
- 20 years of employment shall receive \$1,800
- 25 years of employment shall receive \$2,200
- 30 years of employment shall receive \$2,600
- The above amounts are based on eight (8) hour shifts and shall be prorated based on shifts less than 8 hours.

ARTICLE 12 - HOLIDAYS:

12.1 The following days shall be considered holidays.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 th of June
Independence Day	July 4th
Labor Day	First Monday in Sept.
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in Nov.

Day after Thanksgiving Day
Christmas Day
One floating holiday

Friday following Thanksgiving
December 25th

- 12.2 When a holiday falls on Saturday, the preceding Friday shall be observed; when it falls on Sunday, the following Monday shall be observed. Employees working on a holiday shall receive time and one half plus the holiday pay.
- 12.3 The floating holiday is to be determined by mutual agreement between the employee and the Department Director.
- 12.4 Employees who are assigned to work a 4/10 schedule shall be paid 10 hours holiday pay when a holiday falls during their schedule.

ARTICLE 13 - SICK LEAVE:

- 13.1 Sick leave is earned by regular and trial employees at the rate of 0.0462 hours for each straight-time compensated hour of service. An employee may not accumulate more than 1,920 hours of sick leave. To use sick leave, an employee must either be sick or disabled or have a scheduled health care appointment. Upon request by the Department Director, an employee must be able to furnish proof, including documentation from the attending health care provider. Falsification or misuse of sick leave shall be grounds for disciplinary action. Employees using sick leave or unscheduled absence caused by an inability to work MUST contact their supervisor at least 20 minutes before their scheduled start time. Should the supervisor not be available employees are to leave a detailed voice mail message including details of the inability to work and the employees schedule for the day should the supervisor need to contact the employee.
- 13.2 Use of Sick leave is also appropriate for illness or disability caused or contributed to; by pregnancy, miscarriage, abortion, childbirth, adoption, and recovery there from. Accrued sick leave is appropriate to care for a family member with a health condition that requires treatment and/or supervision. (RCW 49.12) Accrued sick leave, not leave of absence (Jefferson County Personnel Administration Manual Section 5.60), must be used for illness, injury, or disability.
- 13.3 Sick leave is not appropriate and shall not be authorized for death in the employee's family.
- 13.4 The County will make the following payment for accumulated sick leave:
1. Upon an employee's death, the employee's estate shall be paid twenty-five percent (25%) of such accumulated sick leave.
 2. Upon disability or retirement, the employee shall be paid twenty-five percent (25%) of such accumulated sick leave.
 3. If employment is terminated other than by death, disability, or retirement, no portion of such accumulated sick leave shall be paid.
- 13.5 Sick leave benefits shall apply only to bona-fide cases of sickness and accidents. An employee who is collecting Workers Compensation time loss benefits shall not receive sick leave benefits as provided herein, provided, however, if Workers Compensation time loss benefits are less than the amount of the sick leave benefits provided herein for such period, an employee may receive sick benefits in addition to Workers Compensation time loss benefits in

an amount sufficient to equal the amount of sick benefits they would have otherwise received as provided herein.

13.6 Light Duty: The Parties acknowledge their responsibilities under ADA and RCW.

ARTICLE 14 - VACATIONS:

14.1 Accrual shall be as provided for in the Jefferson County Personnel Administration Manual as amended, or its substantive equivalent which provides generally:

14.2 Schedule:

Completed Months of Service	Rate of Accrual per Straight Time Hour of Compensation	Maximum <i>Hours</i> Earned	Maximum <i>Days</i> Earned
0 through 36	0.0423	88.0	11
37 through 60	0.0539	112.0	14
61 through 120	0.0654	136.0	17
121 through 180	0.0731	152.0	19
181 +	0.0885	184.0	23

a. Effective January 1, 2022, In addition to the above schedule, one additional day (8 hours or less based on FTE) shall be available to employees each calendar year and shall be treated as vacation time.

14.3 Employees are to request their vacation time within the first quarter of the year, and if too many employees request the same period of time off, vacation time will be granted by seniority. The only valid, approved and authorized vacation schedule is the one filed in the office of the Supervisor. Accrued vacation unscheduled in the first quarter may be scheduled by mutual agreement at any time on the basis of "first come, first served".

14.4 Vacation time is to be worked out between the supervisor and employee. Vacation may be taken at any time during the year with the welfare of the job being the determining factor. Employees may split their vacation into as many parts as is mutually agreed upon between employee and Central Services Director.

14.5 A maximum of ten (10) days accumulated vacation may be carried over from the previous year. Accumulated vacation time in excess of ten (10) days shall automatically be lost to the employee on January 1 of each year. If unable to take leave because of employer required workload, an additional seven (7) days may be carried over into the next calendar year and amounts in excess of seventeen (17) days will be paid except for emergency situations as certified in writing by the Department Director. The inability of the employer to allow the employee to take vacation leave shall be documented by the Department Director at the time of such denial and be forwarded to the payroll department. Effective upon adoption by the County where §§ 14.5 states ten (10) days it shall be replaced with eleven (11) and where §§14.5 states seventeen (17) days it shall be replaced with eighteen (18).

14.5.1 Employees with five (5) years of service or more may carry forward up to twenty (20) days of vacation once in any five (5) year period, upon approval of the

Department Head or designee, for the purpose of a pre-planned major vacation event. The employee must submit the request to the County Administrator to be paid for the excess days. The request must be accompanied by a recommendation from the Department Director. The request must be in writing and must be submitted as early as possible before the projected vacation date.

In the event an employee makes a request in accordance with this section and the request is denied and the Union believes such denial may be unjustified the Union may take the matter up with the Human Resource Manager for resolution.

ARTICLE 15- HEALTH AND WELFARE:

- 15.1 MEDICAL: Effective with January hours payable in February 2015: Washington Teamsters Welfare Trust Plan B .with Life B. Time Loss A; 9 Month Waiver; for each employee who was compensated eighty (80) hours during the preceding month at the rates provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 16.
- 15.2 DENTAL: Effective with January hours payable in February 2015, the Employer shall pay into the Northwest Teamsters Dental Trust, Plan B for each employee who was compensated eighty (80) hours during the preceding month at the rate provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 16. The above payments shall be made to an authorized administrative office by the 10th of each month.
- 15.3 VISION: Effective with January hour's payable in February 2015, the employer shall pay the Teamsters Vision Care Trust. for each employee who was compensated for eighty (80) hours or more during the preceding month as provided in the attached Subscription Agreement as shall be amended by the Trustees and as provided in Article 16.

ARTICLE 16 - MAINTENANCE OF BENEFITS:

- 16.1 The County shall be responsible for 85% of the required contribution for the benefits provided in Article 15. with employees' responsible for 15% of the required contribution. Provided, however, any employee who properly executes Appendix B "NOTICE THAT EMPLOYEE DEDUCTION NOT AUTHORIZED" shall for the period of time that the appropriate Trust only requires the County to pay 85% of the total contribution and the Trust does not require the employee 15% to be remitted to the Trust, such employee, who has properly executed Appendix B, shall not be obligated for the 15% employee responsibility notwithstanding the County contribution of 85%. Provided further, IF and only IF, the Trust fund requires the County to pay the full 100% of the contribution rate it is then agreed that all employee responsibilities under this section are "wage rate reductions" to provide for Bargaining Unit medical coverage.
- 16.2 The Parties agree that either party may open this Article 16 for the purposes of renegotiation in the event of any adverse regulation or legislation, including any form of tax imposed on health care plans, changing the existing County cost of providing benefits to bargaining unit employees working in the Central Services Department or Central Services Department employees' contractual cost of retaining benefits. This section does not apply to the normal

historic changes in cost associated with periodic establishing contributions based on utilization.

ARTICLE 17 - BEREAVEMENT LEAVE:

- 17.1 Up to three (3) days leave, with pay, may be granted an employee who has a death in their immediate family. Any such leave must be requested by the employee and approved by the Department Director.
- 17.2 As used in this paragraph, the term "immediate family" is defined as follows: spouse, parent, grandparent, child, grandchild, brother, sister, and step-relations or in-laws of the same degree.
- 17.3 Employees who have a death in their immediate family and who would have to travel 500 miles or more (one way) to attend such funeral, shall be allowed two (2) additional days with pay, for travel only.
- 17.4 It is understood that the County may revise the County Policy regarding Bereavement Leave. If a revision of County Policy would result in an improved benefit the provisions of County Policy shall apply upon notice from the union that the policy provisions are to be substituted for this Article 17.

ARTICLE 18 - TIME OFF WITHOUT PAY:

- 18.1 Employees may take eight (8) hours or less time off without pay. Such time must be worked out between the Supervisor and the employee. Time off can be taken at any time, with the welfare of the job being the determining factor.
- 18.2 Employees off work on FMLA may 'hold back' two weeks (ten [10] days) of vacation in order to not completely deplete their vacation bank, however the 10 days may not be used in excess of 5 consecutive days without Department Director approval.

ARTICLE 19 - TERMINATION:

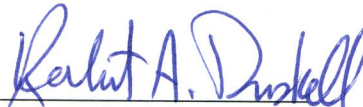
19.1 This Agreement shall be effective from date of adoption through December 31, 2023.

SIGNED AT PORT TOWNSEND, WASHINGTON this ____ day of _____, 2022.

**Jefferson County Commissioners
JEFFERSON COUNTY WASHINGTON**

TEAMSTERS LOCAL 589

Greg Brotherton


Robert Driskell, Secretary/Treasurer
Date: 9/15/2022

Kate Dean

Heidi Eisenhour

Clerk of the Board:

**Approved as to Form
Civil Deputy Prosecutor**

Carolyn Gallaway, CMC

Philip Hunsucker

ARTICLE 19 - TERMINATION:

19.1 This Agreement shall be effective from date of adoption through December 31, 2023.

SIGNED AT PORT TOWNSEND, WASHINGTON this ____ day of _____, 2022.

**Jefferson County Commissioners
JEFFERSON COUNTY WASHINGTON**

TEAMSTERS LOCAL 589

Greg Brotherton


Robert Driskell, Secretary/Treasurer
Date: 9/15/2022

Kate Dean

Heidi Eisenhour

Clerk of the Board:

**Approved as to Form
Civil Deputy Prosecutor**

Carolyn Gallaway, CMC


September 21, 2022
Philip Hunsucker

APPENDIX A – WAGE TABLE

CENTRAL SERVICES WAGE TABLE 2021

	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	1	2	3	4	5	6	7	8	9	10	11
9.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
CS Admin Assistant I	18.5527	19.0166	19.4920	19.9794	20.4788	20.9908	21.5155	22.0534	22.6047	23.1699	23.7491
CS Admn Assistant	25.7088	26.3515	27.0103	27.6856	28.3777	29.0872	29.8143	30.5597	31.3237	32.1067	32.9094
Financial Analyst	29.2992	30.0317	30.7825	31.5520	32.3408	33.1494	33.9781	34.8276	35.6983	36.5908	37.5055
Facilities Maintenance Capital Projects Tech	29.5063	30.2440	31.0001	31.7751	32.5695	33.3838	34.2184	35.0738	35.9506	36.8494	37.7707
Facilities Maintenance Capital Projects Supervisor	33.2014	34.0314	34.8822	35.7543	36.6482	37.5645	38.5036	39.4662	40.4528	41.4641	42.5007
Information Services I	22.7697	23.3390	23.9224	24.5205	25.1335	25.7619	26.4060	27.0661	27.7428	28.4364	29.1473
Information Services II	24.4905	25.1027	25.7303	26.3735	27.0329	27.7087	28.4014	29.1114	29.8392	30.5852	31.3498
Information Services III	26.3203	26.9783	27.6528	28.3440	29.0526	29.7789	30.5234	31.2865	32.0687	32.8704	33.6921
Information Services IV	29.7133	30.4561	31.2175	31.9979	32.7979	33.6178	34.4583	35.3197	36.2027	37.1077	38.0354
Information Services V	35.2029	36.0829	36.9850	37.9097	38.8574	39.8288	40.8245	41.8451	42.8913	43.9635	45.0626

CENTRAL SERVICES WAGE TABLE 2022

	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	3	4	5	6	7	8	9	10	11	12
0.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
CS Admin Assistant I	19.4920	19.9793	20.4788	20.9908	21.5156	22.0534	22.6048	23.1699	23.7492	24.3429
CS Admn Assistant	27.0103	27.6856	28.3777	29.0871	29.8143	30.5597	31.3237	32.1068	32.9094	33.7322
Financial Analyst	30.7825	31.5520	32.3408	33.1494	33.9781	34.8275	35.6982	36.5907	37.5055	38.4431
Facilities Maintenance Capital Projects Tech	31.0001	31.7751	32.5695	33.3838	34.2184	35.0738	35.9507	36.8494	37.7707	38.7149
Facilities Maintenance Capital Projects Supervisor	34.8822	35.7542	36.6481	37.5643	38.5034	39.4660	40.4526	41.4640	42.5005	43.5631
Information Services I	23.9224	24.5205	25.1335	25.7619	26.4059	27.0661	27.7427	28.4363	29.1472	29.8759
Information Services II	25.7303	26.3736	27.0329	27.7087	28.4015	29.1115	29.8393	30.5853	31.3499	32.1336
Information Services III	27.6528	28.3441	29.0527	29.7790	30.5235	31.2866	32.0687	32.8704	33.6922	34.5345
Information Services IV	31.2175	31.9979	32.7979	33.6178	34.4583	35.3197	36.2027	37.1078	38.0355	38.9864
Information Services V	36.9850	37.9096	38.8574	39.8288	40.8245	41.8451	42.8913	43.9636	45.0626	46.1892

CENTRAL SERVICES WAGE TABLE 2023

	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
	1	2	3	4	5	6	7	8	9	10
0.00%		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
CS Admin Assistant I	19.4920	19.9793	20.4788	20.9908	21.5156	22.0534	22.6048	23.1699	23.7492	24.3429
CS Admn Assistant	27.0103	27.6856	28.3777	29.0871	29.8143	30.5597	31.3237	32.1068	32.9094	33.7322
Financial Analyst	30.7825	31.5520	32.3408	33.1494	33.9781	34.8275	35.6982	36.5907	37.5055	38.4431
Facilities Maintenance Capital Projects Tech	31.0001	31.7751	32.5695	33.3838	34.2184	35.0738	35.9507	36.8494	37.7707	38.7149
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Information Services I	23.9224	24.5205	25.1335	25.7619	26.4059	27.0661	27.7427	28.4363	29.1472	29.8759
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Information Services V	36.9850	37.9096	38.8574	39.8288	40.8245	41.8451	42.8913	43.9636	45.0626	46.1892

Payroll rounding may adjust the above by no more than 2¢

No employee shall gain any wage increase as a result of renumbering the steps on the 2023 wage table as compared to the 2022 wage table.

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APPENDIX B – Employee Waiver of Benefits Form



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: Jefferson County WA - Cent Services Account No.: 106001

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		
	<u>Per subscription agreement</u>					Employer	<u>85%</u>
						Employee	<u>15%</u>
						Total	<u>100%</u>

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 first page 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.

For Jefferson County WA

Employer Signature _____ **Date** _____

Print Name _____

Employee Signature _____ **Date** _____

Employee Declining Coverage

Print Name _____

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

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

Jefferson County Central Services Dept.

Teamsters Union Local 589

Employer Name

Labor Organization (Union) Name

P.O. Box 2070

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. 106001 Approximate No. of Covered Employees 10

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.)

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

COVERAGE IN BARGAINING AGREEMENT (For renewals, list all coverages, not just changes)						Monthly Rate
Medical Plan	☐ A	☒ B	☐ C	☐ Z		\$ 1310.20
Life/AD&D	☐ A - \$30,000 Employee/\$3,000 Dependent					\$ 4.40
	☒ B - \$15,000 Employee/\$1,500 Dependent					
	☐ C - \$5,000 Employee/\$500 Dependent					
Weekly Time Loss	☐ E - \$500	☒ A - \$400	☐ B - \$300	☐ C-\$200	☐ D-\$100	\$ 18.00
Disability Waivers	☒ Additional 9 months Disability Waiver of Contributions - Medical only					\$ 11.40
Domestic Partners	☐ Domestic Partners – Medical					\$
Dental Plan	☐ A	☒ B	☐ C			\$ 87.50
Domestic Partners	☐ Domestic Partners – Dental					\$
Vision Plan	☒ EXT					\$ 17.10
Domestic Partners	☐ Domestic Partners – Vision					\$

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

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

Contributions above are effective (month, year) 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

Date

Title

Secretary-Treasurer

Date

9/15/2022

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)