

Collective Bargaining Agreement

By and Between the

City of Selah, Washington



And

Teamsters Local 760



Representing the

Public Works Employees

JANUARY 1, 2024 THROUGH DECEMBER 31, 2026

ORIGINAL

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>TITLE OF ARTICLE</u>	<u>PAGE NO.</u>
1	Purpose of Agreement	3
2	Recognition	3
3	Union Security & Dues Check-Off	3
4	Rights of Parties	4
5	Definition of Employees	5
6	Seniority	6
7	Defined Leaves	7
8	Compensation for Witness & Jury Duty	9
9	Hours of Work - Overtime	12
10	Classifications - Wage Rates - Other Provisions	15
11	Pay Arrangements	15
12	Annual Leave	16
13	Parties Responsibilities	18
14	Retirement Contribution - Industrial Accident Insurance	19
15	Liability Insurance	19
16	Health Care Benefit Programs	20
17	Section 125 Plan VEBA III Plan	20
18	Remittance for Employee Benefit Plans	21
19	Fringe Booklets & Self-Premium Payments	21
20	Trust Fund Delinquencies	21
21	Acceptance of Trusts	22
22	Discipline - Discharge - Suspension - Written Warning Notice	22
23	Grievance and Arbitration Procedure	23
24	Uniforms and Equipment	24
25	Educational Incentive	26
26	Union Activity	27
27	General Provisions	27
28	Personnel Files	29
29	No Strike – No Lock Out	30
30	Savings Clause	30
31	Term of Agreement	31
Appendix A		32

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the CITY OF SELAH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 760, the certified collective bargaining representative, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and working conditions affecting the employees.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all full time and regular part time employees in the City's Public Works Department with the exception of the employees covered by other bargaining agreements, Office-Clerical employees, Administrative Assistants, employees of the Wastewater Treatment Plant, Director of Public Works, Public Works Utility Supervisor, Community Services Manager, and Confidential employees.
- A. The Union and Employer agree that the following positions are not included in the bargaining unit: Permit Specialist, Engineer Technician, Recreation Coordinator for youth sports, and Facility Coordinator for the Civic Center. The Employer agrees to voluntarily recognize these positions if the Union provides signed membership cards.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

- 3.1 Employees of the Employer covered by this Agreement may, following the beginning of such employment join the Union.
- A. The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- B. The Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf. If such employee pursuant to this Section requests the Union to use the Grievance and Arbitration Procedure on his/her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure.
- 3.2 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, address, and classification of the employee hired. The

Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit. Per statute, Union representatives shall be given thirty (30) minutes paid time with each new employee to discuss union membership.

3.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice.

- 3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's applicable dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which may arise from the Employer making a good faith effort to administer this Section.

ARTICLE 4 - RIGHTS OF PARTIES

- 4.1 Except as limited by the provisions of this Agreement, the Employer shall retain all rights, powers, functions, and authority vested in management by law, custom, practice and tradition, to manage and direct City in all of its various aspects, and to manage and direct its employees, including but not limited to the following: to operate and manage all manpower, facilities, and equipment; to establish programs and objectives; to establish and modify the organizational structure; to determine the utilization of technology; to select, direct, discipline, and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement. Whatever rights the Employer has retained pursuant to applicable law, rule, or regulation, shall not be exercised in a manner which conflicts with the provisions of this Agreement.
- 4.2 Union: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the City to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.
- 4.3 Employee Rights: All employees shall be entitled to and afford the rights common to any citizen, regardless of occupational position. These rights shall include but are not limited to: The employee shall be granted the opportunity to contact and consult with an

attorney of his/her own choosing, or a representative of the Union, before and/or during any investigative interview. The employee shall not be subjected to any offensive language or public humiliation, nor shall the employee subject the Employer to any offensive language or public humiliation.

- A. Employees shall have the right to have a witness/representative present at any meeting or conference with a supervisor or administrator that the employee feels may adversely affect his/her conditions of employment. When an employee requests a witness/representative, the meeting will be scheduled or adjourned until the witness/representative can be in attendance; provided the meeting shall occur within seven (7) working days, unless timelines are extended by mutual agreement.
- B. Nothing herein shall be construed to preclude the supervisor or manager from formally meeting, counseling and consulting with an employee in confidence.
- C. No employee shall be required to unwillingly submit to a polygraph test or to unwillingly answer questions for which the employee might otherwise properly invoke the protections of any Constitutional Amendment against self-incrimination.
- D. Impact Bargaining: Prior to any major City personnel policy, practice, benefit, change, or alteration in working conditions or other terms of employment, the Union will be provided fifteen (15) days but as many as practical may be given in emergency situations. If the change described above involves a mandatory subject of bargaining, the Union may negotiate the impact of the change. Either party to this Agreement may request mediation / arbitration under the Public Employment Relations Commission rules for any issue negotiated under this Article which goes to impasse. It is understood that any rules, policies, and practices in effect are subject to the terms of this Agreement, unless changed as set forth above.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

- 5.1 Regular Part-Time Employees: A Regular Part-Time Employee is one who is authorized by the City Council, has served his/her probationary period, who may work less than forty (40) hours per week, and will be paid not less than the wage rate as set forth in this Agreement for the type of work performed. A Regular Part-Time Employee working eighty (80) hours per month, or more, is entitled to accrue all benefits and conditions as set forth in this Agreement, upon a pro-rata basis.
- 5.2 Regular Full-Time Employees: A Regular Full-Time Employee is one who has been approved by the City Council, has served his probationary period, is employed on a full-time basis of forty (40) hours per week, is paid the wage rate for the type of work

performed based upon his years of service, and who accrues the full benefits and conditions of this Agreement.

- 5.3 Probationary Employees: A probationary employee shall be defined as any new hire who has not completed six (6) months of consecutive service with the Employer since his/her first (1st) day of employment within the bargaining unit. Probationary employees shall work under the provisions of this Agreement, but shall be only on a trial basis, during which period he may be discharged without further recourse. The grievance procedure shall not be utilized to resolve disputes pertaining to discipline, including suspension and/or discharge of probationary employees.
- 5.4 Seasonal Employees: A seasonal employee is one who has been appointed by the City to a temporary position with the City. Such employees may work on a part-time seasonal basis as prescribed by the City. Seasonal employees perform only seasonal duties as assigned, incidental to seasonal needs of the Department, including grounds maintenance, gardening, and other special duties, arising during the period of Seasonal employment. Such seasonal employee(s) shall not be used to displace Regular part-time or a Regular full-time or probationary employee. In no event shall a seasonal employee be employed for longer than nine (9) consecutive months unless extended for a longer period of time by mutual agreement of the City and the Union. A seasonal employee is not a member of the bargaining unit and is not entitled to any of the benefits covered by this agreement. Seasonal employees shall not perform bargaining unit work.
- 5.5 Temporary Labor may be used between March 1st and November 30th but may not be used to indefinitely fill positions currently held by regular full-time employees. At no time shall a bargaining unit member suffer a reduction of hours to less than forty (40) when temporary labor is used. The temporary labor should only be used within the parameters of streets, parks and right of way weed eradication. Any further use will be subject to bargaining.

ARTICLE 6 – SENIORITY

- 6.1 No employee shall acquire seniority until he/she has become a Regular Full-Time Employee or Regular Part-Time Employee under this Agreement. Such an employee is one who has successfully completed his/her probationary period.
- 6.2 Seniority List: The lists of employees arranged in order of departmental seniority with the Employer shall be given to the Union on or before March 1st of each year upon request by the Union. Should more than one employee have the same hire date, the individuals involved will determine seniority by a coin flip. Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.

- 6.3 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:
- A. Voluntarily leaves the service of the Employer;
 - B. Is discharged for just cause;
 - C. Is laid off for a period in excess of eighteen (18) consecutive calendar months; or
 - D. Is injured on the job and is unable to return to work by virtue of the injury for a period exceeding twelve (12) consecutive calendar months.
- 6.4 Layoff & Recall: Seniority with the Employer shall prevail in case of layoff and recall. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being capable of performing the work available in the case of layoff and recall, the Union may require the Employer to show just cause for not recalling or laying off such senior employee.
- A. Any laid-off employee is to be given fifteen (15) days' notice except in cases of emergency before such layoff takes place.
 - B. No regular employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which such regular employee is qualified.
- 6.5 Trial Service: An employee who is promoted to a higher rank or position within the bargaining unit shall serve a trial period not to exceed one hundred eighty (180) calendar days from the date of such promotion or transfer. Within this trial period, if the promoted or transferred employee declines the job or the Employer deems the employee to be unsuited for the job, the employee shall revert to his/her former position without prejudice or loss of seniority. Any employee promoted to a position outside the bargaining unit shall have a seniority date computed on the basis of time previously served and positions included in the bargaining unit.
- 6.6 Transfer: Upon recommendation of the City Administrator or designee, or to meet the needs of the City, a transfer may be made. No person may transfer to a position for which he or she does not possess minimum qualifications. Persons accepting said action will be required to serve a trial service period. A trial service period shall be established for any employee who is granted a transfer. A transfer shall not be used to circumvent regulations regarding promotions, demotions, or termination.
- 6.7 Promotion and Open Positions: Where all other factors are relatively equal, seniority shall be used as a basis for promotion or selection for open positions. Among the factors to be considered, but not necessarily limited to are: examination results;

knowledge, training, ability, skill, and efficiency; experience, to the extent such is relevant for performance; and attendance records; and City employees who are promoted must pass a new six (6) month trial service period.

- A. Posting of Vacant Positions: The City agrees to post all vacant positions covered under the bargaining unit internally for seven (7) working days prior to any competitive announcement being released to the general public. Vacancies will be posted in the following locations: City Hall, Treatment Plant, Public Works Office.
- B. Demotion: No employee will be demoted to a position for which he or she does not possess the minimum qualifications. An employee being demoted shall be notified two (2) weeks prior to demotion. An employee may be demoted for just cause: when his/her standard performance falls below that established for his/her particular class; when the employee becomes physically or mentally incapable of performing the duties of his/her position; for disciplinary purposes; or in lieu of layoff.
 - 1. A demotion may be authorized by the City Administrator or designee for any employee who requests it or to prevent a layoff. Any demotion to prevent a layoff may be reversed when the employee's previous position is re-opened.
 - 2. For employees demoted without just cause and while on a trial service period, the employee shall be returned to his/her former position without loss of seniority.

ARTICLE 7 - DEFINED LEAVES

- 7.1 Sick Leave: Full time employees shall accrue one (1) day sick leave for each month of employment and employees who work full time may accumulate sick leave without limit, but accumulated sick leave cannot be taken as annual leave nor compensated for in money or other means for any employee at any time unless specified herein.
- A. For sick leave accrual purposes, a "day" shall be defined as the same as the shift that the employee is assigned to work during the month. As examples: if the Employee is assigned to primarily work 8-hour shifts during a month, the Employee shall be credited with eight (8) hours of sick leave for the month; or if the Employee is assigned to work 10-hour shifts during a month, the employee shall be credited with ten (10) hours of sick leave for the month.
 - B. Employees who work less than full time shall accumulate sick leave on a pro-rata basis, not to exceed twelve (12) working days per year, based upon the employee's assigned hours.

- C. A deduction of one (1) day of sick leave credit shall be made for each full day's absence. The rate of sick leave pay shall be the same per day as that paid the employee per working day.
- D. Sick Leave Conversion Upon Retirement Program: Effective January 1, 2000, employees will start accruing sick leave and upon retirement (which shall be defined as immediately receiving PERS or LEOFF payments, or having completed 25 years of employment, or reaching the age of 62) may exercise an option to convert unused sick leave accumulated at a rate equal to each four (4) full days of accrued sick leave being converted to one (1) full day of pay at the employee's final rate of pay, subject to a maximum of 180 days of sick leave being converted to a maximum of 45 days of pay. If the employee desires, such pay may be placed into the employee's VEBA account or similar fund as provided by the City under applicable tax rules.
- E. Sharing Program for Sick Leave and/or Vacation Leave: A leave contribution program is established to permit employees of the City of Selah to transfer a specified amount of accumulated leave (sick leave and/or vacation leave) to another employee of the City of Selah. The recipient employee must have an extraordinary or serious illness or injury and must have already depleted or be projected to shortly deplete all of his/her leave reserves and benefits (sick leave and vacation leave, and also industrial insurance benefits). The donating employee may not request a transferred amount that would result in his/her balance falling below ten (10) days. Unused leave is returned to the donating employee on a pro-rata basis. This provision shall be administered by City Hall. Leave time shall not be transferred without a written request signed by the donating employee, on such a form as shall be provided by City Hall.

7.2 If unable to report to work because of illness or injury, the employee shall report his/her reason for absence to his/her immediate supervisor prior to the scheduled work shift, unless the exigency of the circumstances dictates otherwise. If the employee is absent from work for a period exceeding three (3) consecutive days or more, a doctor's certificate may be required upon his/her return to work.

- A. For the purpose of being absent from work and utilizing sick leave, the Employer shall comply with state law requirements as defined by 49.46 RCW and applicable Washington Administrative Codes.
- B. For pre-arranged medical or dental appointments, the employee shall provide at least eight (8) calendar days advance notice to the Employer unless circumstances do not permit such notice, and, if so, the employee should provide as much advance notice as possible.

- 7.3 Any employee found to have abused the provisions of a defined leave privilege by falsification or misrepresentation may be subject to disciplinary action.
- 7.4 Workmen's Compensation: Any employee who is eligible for State Industrial Compensation for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this benefit by the Employer, the employee shall be credited with sick leave on a pro-rated basis of the State Industrial benefit to the original amount of sick leave taken.
- 7.5 Personal Day: Employees covered by this Agreement may be absent from work up to a maximum of eight (8) hours per calendar year without loss of pay or benefits for the purposes of attending funerals of individuals not covered in Section 7.6, or to attend to emergency business that must take place during normal working hours, provided that the employee has available paid leave and a corresponding deduction shall be made from his/her leave bank. Such absence shall be charged against the employee's sick leave bank if any is available. If no sick leave is available, such time shall be deducted from any other leave bank as determined by the employee. Leave shall be taken in no less than one (1) hour increments.
- 7.6 Bereavement Leave: An employee shall be allowed up to three (3) working days of absence per each instance when arranging for and/or attending the funeral, wake, other remembrance, or final visitation of an immediate family member. "Immediate family" shall include a spouse, domestic partner, child, stepchild, parent, sibling, aunt, uncle, first cousin, grandparent, grandchild, or step-grandchild, either of the employee or of the employee's spouse or domestic partner, and also any other person living in the same household as the employee. Two (2) additional days off may be granted by the Public Works Director in cases where the employee needs to travel out of town (defined as more than one hundred miles to the location). The employee shall receive his/her normal rate of pay for the initial three (3) days of bereavement leave per each instance and there shall be no deduction from any leave bank for such days. For any day(s) beyond such initial three (3) days per each instance, the employee shall receive his/her normal rate of pay to the extent that he/she has accrued sick leave days in his/her bank and there shall be a corresponding deduction from his/her bank.
- 7.7 Any employee using sick leave exceeding three (3) or more consecutive regularly scheduled work days, or who knows he/she will need accommodation for intermittent scheduling due to qualifying medical reasons, shall report such need to his/her supervisor. The Human Resource Manager should be notified by the supervisor. This leave shall be provided in accordance with Washington's Family Care Act (WFCA), Washington's Family Leave Act, and the Federal Family Medical Leave Act.
- 7.8 Employees may use sick leave when caring for any dependent, including but not limited to children under the age of eighteen (18), where the employee's presence is necessary due to an illness, medical appointment, or other type of care appointment.

- 7.9 Military Leave: A regular employee who is an active member of any organized reserve of Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) calendar days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee shall receive his/her normal pay.
- 7.10 Leaves of Absence: A leave of absence is an approved absence, including medical leave of absence, from employment without pay and without loss of seniority. The Employer may grant a leave of absence for a period of up to twelve (12) calendar months. This period may be extended by mutual agreement between the Employer and the Union. Such leaves shall be in writing with a copy to the Union. Requests for leave renewal will be granted at the discretion of the Employer. The request must be in writing and must be submitted sixty (60) calendar days prior to the effective date.
- 7.11 Washington Paid Family & Medical Leave (WPFML): The Employer will permit the coordination of benefits where applicable, specifically the use of accrued sick leave and/or vacation time as supplemental benefits to make the employee "whole" in addition to the Washington Paid Family & Medical Leave benefit.
- A. Where the use of WPFML reduces the hourly benefits below the eighty (80) hour requirement for medical benefits as required in Article 16, the Employer shall notify the employee that no contributions will be made for the next month. The employee may qualify for the disability provision (Section 16.1), COBRA coverage or self-pay option.
1. An employee may reduce his/her WPFML participation to eighty (80) hours and increase his/her use of accrued leave to eighty (80) hours to continue coverage as provided by this Agreement.

ARTICLE 8 - COMPENSATION FOR WITNESS OR JURY DUTY

- 8.1 When a regular employee covered by this Agreement is summoned for Jury Duty or is subpoenaed as a witness in any matter during or arising out of his/her employment, in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call or subpoena, and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; providing he/she remits to the Employer his/her properly endorsed checks. Transportation allowance paid by the court shall not be included to compute the amount received for such service. Should an employee report for such service and be excused

for the balance of that day, he/she shall report as soon as possible to the Employer for the purpose of working the balance of his/her special (jury duty or subpoenaed witness) shift. This special shift shall be consistent with the court appointed time.

ARTICLE 9 - HOURS OF WORK – OVERTIME – CALLBACKS

- 9.1 Normal Workday & Work Week: Eight (8) consecutive hours, inclusive of rest periods, but to exclude one 30-minute meal period, shall constitute a workday. Five (5) consecutive days, Monday through Sunday, shall constitute a work week. However, different definitions are applicable when 4/10's schedules are used during the daylight savings time period consistent with Section 9.1.B.
- A. Generally, the working hours are Monday through Friday, 7:00 a.m. to 3:30 p.m. The "winter hours" will generally start November 1st and go through March 1st and will rotate one utility worker each week starting at 5:00 a.m. and working to 1:30 p.m.
- B. 4/10's Option: During the daylight savings time period (April through October) the work week can be a 4/10's schedule. Ten (10) consecutive hours, inclusive of rest periods, but excluding a 1-hour meal period, shall constitute a workday. Four (4) consecutive days, Monday through Sunday shall constitute work week. During a calendar week when any observed Holiday occurs (with Holidays specified in Section 12.2) any employee who had otherwise been working a 4/10's schedule shall instead automatically work a 5/8's schedule. The Department Director shall have sole discretionary power in determining sufficient staffing levels regarding scheduling.
1. Working on a Weekend: An employee assigned to work during a Saturday or Sunday shall be guaranteed a minimum of two (2) hours of work per each such day and shall be compensated at the rate of time and one half (1&1/2) his/her straight-time rate of pay unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time.
 2. Working on an Observed Holiday Date: An employee assigned to work on an observed Holiday date shall be guaranteed a minimum of three (3) hours of work per each such date shall be compensated at the rate of time and one half (1&1/2) his/her straight-time rate of pay unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time; and, furthermore if the employee works more than six (6) hours on any such date the employee shall then also accrue eight (8) hours of vacation with pay for use at a later date, provided however, that such hours of vacation must be used within six (6) months from the date they were accrued or such hours will lapse and the employee shall

not be entitled to any comp time conversion, cash out or other conversion or compensation for the lapsed vacation hours.

- C. "Winter hours" will start the first Monday in November and go through the first Friday in March and will run from 5:00 a.m. to 2:00 p.m. each day Monday through Friday. One employee shall be scheduled in advance for each week – via a seniority-based Winter Hours Sign-Up List, and with the most junior worker being required to accept the assignment if no more senior worker chooses to sign up for it – to work the winter hours.
 - D. Schedule Altered: The normal work schedule may be altered by the Employer upon thirty (30) calendar days' notice to the affected employees. The notice shall state the approximate length of the alteration, as well as a description of the job to be performed. Said notice shall be posted on the department bulletin board showing the employee's shift, workdays, and hours. The parties agree that in the event of an emergency, the work schedule may be altered immediately.
- 9.2 Meal and Rest Periods: Each work shift shall include a thirty (30) minute meal period as near to the middle of the shift as possible and, also, one (1) 15-minute rest period per each one-half (1/2) of the assigned shift that shall be taken at the employee's discretion unless directed otherwise by a supervisor and also not sooner than one (1) hour from the start of the employee's assigned shift. Employees may be required to work through meal and rest periods during emergency situations. A meal or rest period missed at the direction of the Employer shall be paid as overtime or the worker shall have the option of ending his/her shift early on the same date that the meal or rest period was missed by an equivalent amount of time that was missed.
- 9.3 When presented with an emergency beyond its control, the Employer may alter the assigned work hours by giving prompt notification to the affected employees. The Employer shall not reschedule assigned work shifts for purposes of avoiding payment of overtime.
- 9.4 Employees may exchange shifts when unforeseen circumstances arise provided, they first request and receive approval in writing from their immediate supervisor. Such an exchange in shifts shall not, by itself, constitute a basis for entitlement to overtime compensation.
- 9.5 Overtime: All work performed in excess of the workday and/or work week that was authorized in advance by the supervisor authorized to sign overtime shall be compensated for at one-and-one-half (1&1/2) times the employee's regular straight time hourly rate or converted to comp time as specified below.
- A. Conversion to Comp Time: The employee may, at his/her option, take equivalent time off ("comp time") on the basis of one and one-half (1&1/2) hour of compensatory time off for each one (1) hour of overtime that was worked.

Compensatory time may accrue to a limit of sixty (60) hours, with any time in excess of sixty (60) hours paid at the applicable rate. Compensatory time will only be cashed out in the first pay period of the following months: March, June, September, and December. The cash out in December shall be mandatory, and no compensatory time will be rolled over to the following year. All compensatory time off must be scheduled eight (8) days in advance. The Public Works Director or designee, after consultation with the lead personnel, shall confirm or deny the requested compensatory time off. Requested compensatory time off may only be denied if granting it would cause an undue burden for the Employer.

- B. Payment of overtime shall occur in increments of one-quarter (1/4) hour, with any partial increment that is eight (8) minutes or longer also being paid as one-quarter hour.
- C. There shall be no compounding of overtime.

9.6 Callbacks and Callouts: No employee shall be required to be on standby, and no employee shall be required to report to work due to a callback or callout except in the event of an emergency.

- A. Prior to a Shift: Each employee who is required to return to work less than two (2) hours prior to the beginning of a regularly assigned shift shall receive one-and-one-half (1&1/2) times his/her regular straight-time hourly rate of pay for the amount of time that he/she actually works prior to his/her regular shift, and then shall also be allowed to complete his/her regular shift.
- B. All Other Times (including between shifts, on a regularly scheduled day off, during an observed Holiday date, or during a day of scheduled vacation): Each employee shall be guaranteed a minimum of two (2) hours of pay at one-and-one-half (1&1/2) times his/her regular straight time hourly rate of pay.
 - 1. An employee who reports to work due to a callback or callout under Section 9.6.B shall perform the task he/she was called in to complete. If the specific task is completed in less than two (2) hours, the employee shall be released and not required to work the remainder of the two (2) hours. If the specific task is not completed within two (2) hours, the employee shall be required to continue working and shall be compensated for all hours worked at one-and-one-half (1&1/2) times his/her regular straight time hourly rate of unless the time is eligible for conversion to comp time and the employee chooses to convert the time to comp time.
 - A. Additional callback or callout situations under Section 9.6.B, that arise within the first two (2) hours of a callback or callout for which an employee has already reported to work, shall be considered an extension of the original callback or callout and the employee shall

be required to report to work to perform the specific task that necessitated the extension.

C. Callback/Callout List: When seeking one or more employees to perform callback or callout work, the Employer shall contact employees – via telephone and voicemail – according to the Callback/Callout List, which shall rank employees via seniority; provided however, a senior employee may agree to allow a junior employee to be listed above the senior employee on the Callback/Callout List. The Employer shall proceed through the Callback/Callout List from top to bottom, offering the available work to the employees in successive order. The first employee(s) to accept the assignment shall be granted the work, even if more senior employees have not yet responded to voicemails and/or in-person messages left for them. If the entire Callback/Callout List is exhausted without any employee(s) accepting the work, the Employer may assign the work to a non-union employee.

1. A senior employee may elect to have his/her name removed from or lowered on the Callback/Callout List by providing a written notice to the Public Works Director.
2. The City agrees to maintain utilization of a call service to perform the callbacks/callouts. Prior to authorizing non-union employees to work, the Supervisor shall verify with the call service that each telephone number on the Callback/Callout List has been attempted and a voicemail and/or in-person message has been left with each employee on the Callback/Callout List.
3. The City will review and provide the Callback/Callout List to the Union upon request.

ARTICLE 10 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

10.1 See attached Appendix A, which is incorporated into this Agreement by this reference.

ARTICLE 11 - PAY ARRANGEMENTS

11.1 Each employee shall be paid all monies earned for the preceding semi-monthly payroll period by the end of his/her regular shift no later than the seventh (7th) and the twenty-second (22nd) of each month, or, no later than the last non-weekend and non-Holiday date that precedes the seventh (7th) or the twenty-second (22nd) in the event that the seventh (7th) or twenty-second (22nd) falls on a weekend or Holiday date. There shall be no deductions other than required by law or authorized in writing by the employee.

- 11.2 Each employee shall be entitled to an itemized statement of earnings and deductions, specifying his/her wage rate, hours paid, and other compensation payable to him/her as well as any and all deductions from his/her gross wages for the pay period.
- 11.3 Upon quitting or discharge, the Employer shall pay all monies due the employee no later than the pay period following such quitting or discharge.
- 11.4 The Employer agrees to implement a deferred compensation program which shall be available to members of the bargaining unit.

ARTICLE 12 - ANNUAL LEAVE

- 12.1 All regular employees shall accrue and be granted the following vacation accumulation according to the following schedule:

Continuous Service	Vacation Hours per Month Accrual Rate
0-60 Months	8
61-120 Months	11
121-180 Months	13
181-240 Months	15
241+ Months	17

- A. A Regular Part-Time Employee who is eligible shall accrue vacation on a pro-rata basis calculated based upon the employee's compensated hours in the previous month versus one hundred sixty (160) hours.
- B. Prior to the completion of six (6) calendars months of service, vacation may not be taken unless prior approval, in writing, is granted by the City Administrator or designee.
- C. Eligible employees must take at least one (1) block of five (5) consecutive days off, as vacation, per calendar year.
- D. It is the employee's responsibility to schedule his/her vacation.
 - 1. Each December, the Employer will commence scheduling employees' respective vacations for the forthcoming year and any conflicts that would affect minimum staff requirements will be resolved based on order of the employees' seniority.
 - 2. Requests to schedule vacation that are made outside of the customary December scheduling month must be submitted at least eight (8) calendar days in advance and will be scheduled in the order submitted without

regard to seniority so long as the Employer can maintain minimum staffing requirements. Vacation requests submitted with more than eight (8) days' advance notice shall not be unreasonably denied. Vacation requests submitted with lessor than eight (8) days' advance notice may be approved on a case-by-case basis by the Employer without establishing any precedent.

- A. Minimum staffing shall be defined as either sixty percent (60%) of the staffing or a minimum of five (5) bargaining unit employees to be scheduled off at the same time for vacation, comp time and/or prearranged sick leave time, whichever allows the greatest number of employees to utilize vacation and comp time off.
- B. Minimum staffing may be temporarily reduced to a total of three (3) bargaining unit employees being scheduled off at the same time for vacation, comp time and/or prearranged sick leave time, if notice is provided to all employees fourteen (14) calendar days ahead of the reduction taking effect. The notice must state that the Department has a specific project planned, specify what the project is and specify the duration of the temporary reduction which shall not exceed fourteen (14) calendar days.
- C. Temporary reduction of minimum staffing shall not include or allow the Employer to cancel or change vacation requests that were previously approved.
- E. Scheduled vacation leave on any calendar date must occur in minimum blocks of two-hour durations each. Vacation cannot be scheduled for lessor than a two-hour block.
- F. The vacation schedule is a firm schedule and can only be changed by request of the employee and approval of the Public Works Director or designee, which approval shall not be unreasonably withheld. When an unexpected occurrence or emergency arises that would frustrate or negate a scheduled vacation, approval to reschedule the vacation shall be granted so long as minimum staffing requirements can be maintained.
- G. Vacation leave is accrued at the rates set forth in the chart within Section 12.1 above. However, only up to two hundred forty (240) hours of vacation leave will rollover from year to year. Should an employee be denied usage of annual leave (being denied in November and December does not apply), accrued hours in excess of two hundred forty (240) will be cashed out to the employee as of the last pay period in December of the given year.

H. All requests for vacation usage are subject to approval by the Public Works Director or designee, but if a request is denied, the reasons for such denial shall be promptly communicated in writing.

12.2 Holidays: The following observed Holiday dates are recognized as being those for which annual leave in the form of holidays is granted:

Observed date

New Year's Day	January 1st
M. L. King Birthday	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day following Thanksgiving	4th Friday in November
Christmas Day	December 25th
Floating Holiday (1)	Upon Approval of the Public Works Director or designee

A. Only employees who are on the regular payroll during the period that encompasses the Holiday shall be entitled to full Holiday benefits. Employees who work part-time on an hourly basis or who are temporary workers are not entitled to Holiday benefits.

B. Any Holiday falling on Saturday shall be observed on the Friday immediately preceding the Holiday and any Holiday falling on Sunday shall be observed on the Monday immediately following the Holiday.

ARTICLE 13 – PARTIES' RESPONSIBILITIES

13.1 The parties recognize that security and continuity of employment can result only when a spirit of harmony, cooperation and reasonable and fair compromise exists and to the accomplishment of that end, each party pledges itself to an honest observance of the terms of this Agreement and to the exercise of patience and understanding. All employees shall represent themselves and the Employer to the public in a manner which shall be courteous, efficient, and helpful.

13.2 The parties recognize the need to maintain and increase individual productivity and quality of public service; to prevent interruptions of work and the interference with the efficient operation of the City; promote harmonious relations and establish procedures for the orderly resolution of disputes and grievances; and serve the safety, health and welfare of the community.

ARTICLE 14 - RETIREMENT CONTRIBUTION-INDUSTRIAL ACCIDENT INSURANCE

- 14.1 The Employer shall pay into the appropriate employees' retirement program, Industrial Insurance, and OASI, as required, at the prescribed rate, by law.
- 14.2 Contributions to the Western Conference of Teamsters Pension Trust: Effective as specified below, the bargaining unit members have designed a portion of their respective pre-tax hourly wages to be diverted from their hourly pay, and instead to be contributed on behalf of each member into the Western Conference of Teamsters Pension Trust, for every compensable hour, excluding overtime and compensatory time hours, for which compensation is paid to him/her; provided further that, for this purpose, compensable hours shall not exceed one hundred ninety (190) straight time hours per month, and also shall not exceed a maximum of two thousand eighty (2,080) straight time hours per year.
- A. The parties agree that the contributions into the Western Conference of Teamsters Pension Trust shall be made on behalf of all Regular Part-Time Employees, Regular Full-Time Employees and Probationary Employees, and also all temporary labor who receive compensation. No contributions shall be paid for seasonal workers.
- 14.3 Effective April 1, 2024, based on March 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Seventy Cents (\$1.70) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.4 Effective January 1, 2025, based on December 2024 hours, the employer agrees to pay the full contribution rate of One Dollar and Eighty Cents (\$1.80) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.
- 14.5 Effective January 1, 2026, based on December 2025 hours, the employer agrees to pay the full contribution rate of One Dollar and Ninety Cents (\$1.90) per compensable hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour from which compensation is paid.

ARTICLE 15 - LIABILITY INSURANCE

- 15.1 The Employer agrees to either provide insurance coverage on behalf of the employees (which may occur via a municipal risk pool such as the Washington Cities Insurance Authority) or provide liability defense for employees or a combination thereof, in order to

reasonably protect and indemnify employees from liability to third (3rd) parties resulting from employees negligently performing duties within the scope of employment.

ARTICLE 16 - HEALTH CARE BENEFIT PROGRAMS

- 16.1 The Employer shall pay each month into the following employee health care benefit plans, on behalf of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month:
- A. Medical Plan: Effective January 1, 2024 based on December 2023 hours, the Employer agrees to pay monthly contributions for medical insurance with 9-month disability waiver, dental and vision benefit Plans.
 - 1. Washington Teamsters Welfare Trust Medical Plan Z (2024 contribution rate is \$1,374.70).
 - 2. Washington Teamsters Welfare Trust 9 Month Disability Waiver Plan (2024 contribution rate is \$11.40).
 - B. Dental Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Dental Plan A (2024 contribution rate is \$120.50).
 - C. Vision Plan: Effective January 1, 2024, Washington Teamsters Welfare Trust Vision Plan (2024 contribution rate is \$17.10).
- 16.2 The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee benefit plans, and the Employer agrees that during the life of this Agreement that it will pay any increase in contribution rates as required by the Trustees of the employee benefit trusts to maintain these benefits.
- 16.3 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 17 - SECTION 125 PLAN - VEBA III PLAN

- 17.1 Effective January 1, 1999, the Employer agrees to provide a Section 125 Plan to employees to pay medical expenses and childcare expenses from pre-tax dollars.
- 17.2 Effective January 1, 1999, the Employer shall establish a Supplemental Medical account on behalf of each member of the bargaining unit. The benefit account shall be administered by the VEBA Trust for Public Service Employees in the State of Washington. The contribution to the VEBA Trust benefit accounts will be from each employees' gross wages and shall be calculated as follows: Beginning January 1999, a

monthly benefit contribution amount equal to one-half of one percent (0.5%) of each employee's current salary; Beginning January 2000 a contribution amount equal to one percent (1%) of each employee's current salary; and Beginning January 2001, a contribution amount equal to one-and-one-half percent (1.5%) of each employee's current salary.

- 17.3 Effective January 1, 2019 the City will provide a \$750.00 VEBA contribution to each employee, first paycheck in January annually.
- 17.4 Employees hired after January 1 shall have the \$750 VEBA contribution prorated for the remainder of the calendar year so long as the VEBA administrator allows such to occur.

ARTICLE 18 - REMITTANCE FOR EMPLOYEE BENEFIT PLANS

- 18.1 The total amount due for each calendar month for each of the employees benefit plans as set forth in Articles 16 and 17, shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

ARTICLE 19 - FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS

- 19.1 Each employee has been provided a copy of this Agreement and current copies of the various fringe benefit booklets named in Articles 16 and 17. It is the responsibility of the employee to read these fringe benefit booklets in order to familiarize himself/herself with the various plans and determine when he/she will become eligible for each benefit. If an employee misplaces any of the plan booklets, he/she should contact the Local Union office for a replacement copy.
- 19.2 Certain fringe benefit plans permit self-premium payments for a given number of months, in the event the employee is not compensated the required number of hours for the Employer to pay the premium coverage. It is the employee's responsibility to immediately contact the Local Union office to determine which of the benefits allow self-payments to continue the coverage for himself/herself and family.

ARTICLE 20 - TRUST FUND DELINQUENCIES

- 20.1 In the event the Employer is delinquent in the payment of any contribution required by Articles 16 and/or 17, employees or the Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal or economic action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.

20.2 If the Employer is delinquent in payments, the Employer shall be liable for the payment of any claims incurred by employees or dependents during such delinquency.

ARTICLE 21 - ACCEPTANCE OF TRUSTS

21.1 The Employer hereby acknowledges that it has received true copies of the Northwest Teamsters Dental Trust, and the Washington Teamsters Welfare Trust, Negotiated Life Insurance Plan, and shall be considered a party thereto. The Employer further agrees that the Employer-Trustees named in said trusts, and their successors in trust are and shall be its representatives and consents to be bound by the actions and determinations of the trustees.

ARTICLE 22 - DISCIPLINE-DISCHARGE-SUSPENSION-WRITTEN WARNING NOTICE

22.1 If the Director of Public Works or designee believes there is just cause to discipline any employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Further, said discipline shall not violate the employee's rights as contained in this Agreement. Any employee who is the subject of an investigation which may lead to disciplinary action, shall be informed of the nature of the charge, and offered an opportunity to have a representative present during questioning. The parties understand that the Employer is obligated to notify the employee of an investigation at the time of questioning.

22.2 The parties to this Agreement recognize the principle of progressive discipline. The Employer may discharge or suspend an employee for just cause but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee and copy to the Union of the complaint against him/her concerning his/her work or conduct within fourteen (14) calendar days of the date of such violation, or fourteen (14) calendar days from the date such violation became known to the Employer. Otherwise, such written warning notice shall be null and void. No such written warning notice shall be necessary if the cause for discharge or suspension is dishonesty, drinking related to his/her employment, illegal possession and/or use of a federally designated drug, or such other misconduct which is so serious in nature as to justify discharge without a written warning notice. A copy of any written warning, suspension, or discharge notice shall be sent to the Union at the time it is given to the employee.

22.3 Any employee who is subject to discharge, suspension, or written warning notice, may seek appeal through the Grievance and Arbitration Procedure as outlined in Article 23.

A. Should any employee option to appeal a disciplinary action through this Agreement's Grievance and Arbitration Procedure, the matter shall be handled in accordance with Section 23.3 and subsequent provisions of this Agreement. Any such appeal shall be presented to the Employer within ten (10) calendar days,

exclusive of Holidays, after the discharge, suspension, or written warning notice, and if not presented within such period, the right of protest shall be waived.

ARTICLE 23 - GRIEVANCE AND ARBITRATION PROCEDURE

- 23.1 "Grievance" as used herein shall mean any dispute between the Employer and an employee of the bargaining unit and/or between the Employer and the Union.
- 23.2 STEP 1: An employee having a concern which he/she feels could be a grievance shall bring up the matter within fourteen (14) calendar days of the concern giving rise to the grievance, or fourteen (14) calendar days from the time such matter became known, or should have become known to the employee, or it shall be deemed waived. The employee is to first (1st) discuss the matter with his immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment, consistent with the terms of this Agreement. The employee shall have the option of being accompanied by his/her Union representative if he/she feels that it is necessary.
- 23.3 STEP 2: If it is determined a grievance does exist and it is not resolved within the fourteen (14) calendar days of Step 1, the grievance shall be reduced to writing and an attempt will be made to resolve the grievance with the Department Director, the grievant(s) and the Union, within fourteen (14) calendar days of the conclusion of Step 1. If the grievance is not satisfactorily resolved within the additional fourteen (14) calendar days, then,
- 23.4 STEP 3: The grievance shall be referred to a committee consisting of four (4) members, two (2) appointed by the Mayor and two (2) appointed by the Union. Such committee shall attempt to reach a majority decision on such dispute or grievance. If such committee fails to reach a majority decision on such dispute or grievance submitted to it within fourteen (14) calendar days, either party shall have the right to submit the dispute or grievance to arbitration.
- 23.5 STEP 4: If the matter is submitted to arbitration the parties shall select an impartial arbitrator within fourteen (14) calendar days after the request is made to arbitrate. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within seven (7) calendar days thereafter request the Public Employees Relations Commission to submit a list of seven (7) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seven (7) calendar days after its receipt, the parties shall meet, whereupon the aggrieved party shall strike the first (1st) name, then each will alternately strike one (1) of the names submitted until only one name remains. The person whose name remains shall be selected as the sole arbitrator.
- 23.6 The arbitrator shall commence hearings within a reasonable period of time after his/her selection and shall render his/her award in writing within thirty (30) calendar days. The

award of the arbitrator, together with his/her written findings and conclusions, shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any. The Arbitrator is not vested with the power to change, alter, or modify this Agreement in any of its parts.

- 23.7 The arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.
- 23.8 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the above time limits deprive the arbitrator of authority to decide the grievance.

ARTICLE 24 - UNIFORMS AND EQUIPMENT

- 24.1 The Employer shall furnish full-time employees who have completed their probationary periods with uniforms and allowances as specified in Article 24. Employees shall wear uniform clothing only while on the job and shall launder the clothing. Employees shall wear while on the job any footwear for which they have received an allowance or reimbursement, and they may also wear such footwear when not on the job.
- A. The following items shall be billed on an annual basis, by the first (1st) pay period in October:
1. Ten (10) work shirts with the City logo (combination of long sleeve and short sleeve shirts, at the option of the employee).
 2. Three (3) baseball hats with the City logo.
 3. Gloves that are available at the Public Works Department and which will be replaced as needed.
 4. Two (2) pullover "hoodie" sweatshirts.
 5. Jeans Pants/Coverall: The City shall maintain an account at Coastal Farm & Ranch or a different agreed-upon retailer, that will permit employees to obtain a maximum of five (5) pairs of pants or three (3) coveralls or a combination of pants and coveralls, not to exceed a maximum cost of \$250.00 per calendar year.
- B. The following items that will be replaced as needed or damaged, upon return of the previous item of issue:
1. One (1) lightweight, non-insulated set of coveralls with the City logo.
 2. One (1) insulated winter weight set of bibs (Carhartt or equivalent). The City reserves the right to embroider the bibs with the City logo.

3. One (1) bomber-style medium weight jacket with City logo.
4. One (1) insulated winter weight jacket (Carhartt or equivalent) with the City logo.
5. One (1) rain set (jacket/pants or bibs or slicker of employee's choice).

C. The following footwear allowance, on an annual basis:

1. \$200.00 per year, paid to the employee on the 1st payroll in January. The employee may choose to purchase more expensive footwear and to pay the difference in cost.

D. New Hires/Probationary Employees shall receive an initial clothing allotment to include a minimum of five (5) uniform shirts, a winter jacket and authorization to purchase (or reimbursement as allowed) a minimum of five (5) pairs of pants, within 60 days of employment. The City will reimburse the new hire for the purchase of work boots up to \$200.00. Upon completion of his/her probationary period, the full clothing allowance shall be provided to the new hire, including the footwear allowance for that calendar year, if he/she has not received any other footwear allowance in that calendar year.

E. Part-Time Employees will be provided with clothing allotments and footwear allowance at the discretion of the Public Works Director.

24.2 Upon termination of employment with the Employer, all clothing, equipment, and tools provided by the Employer shall stay with the Employer, whereas footwear acquired via the footwear allowance shall remain the personal property of the employee.

24.3 The City shall provide all necessary safety or personal protective equipment (PPE) and issue items as required by the City or applicable law.

A. The City shall maintain a minimum of six (6) pairs of rubber or waterproof hip boots that shall be maintained at the City shop for use as needed by the employees.

24.4 In the event an employee's work clothes are soiled beyond normal the employee may have the clothes laundered at an outside facility at Employer's expense upon approval of the Public Works Director or designee.

24.5 All employees issued a city phone must carry the phone during work hours. Employees are expected to keep it charged and answer or respond as soon as reasonably possible during work hours. Employees are required to set up voicemail on said phone.

ARTICLE 25 - EDUCATIONAL AND LONGEVITY INCENTIVE

25.1 It is agreed between the parties that education, when related to the job function, has intrinsic value to the community and to the employee in the performance of his/her service. Any Regular Full-Time Employee shall be eligible for and receive educational incentive pay for college degrees earned at the following scale:

Education Advancement	Additional Compensation per month
AA Degree(s):	2% of base pay
BA or BS Degree(s):	4% of base pay
MA, MS, or Higher Degree(s):	6% of base pay

25.2 In no event will more than one (1) allotment of educational incentive pay be received by any one (1) employee.

25.3 Each Regular Full-Time Employee with an AA, BA, BS, MA, MS or higher Degree from an accredited institution at the time of ratification of this Agreement by both parties shall automatically qualify for and receive educational incentive pay under Section 25.1, irrespective of field of study and the arguable extent to which such degree(s) relate to job function. A degree earned by any Regular Full-Time Employee after ratification of this Agreement and/or a degree possessed by an employee who becomes a Regular Full-Time Employee after ratification of this Agreement will qualify for educational incentive pay under Section 25.1 only if the degree is sufficiently related to the job function, and any disagreement between the City and the Union regarding such determination will be handled through the grievance process.

25.4 Longevity Incentive Pay: Each full-time employee of the bargaining unit shall receive longevity pay, based upon the schedule below as a separate check, less standard deductions. Time served shall include all time worked for the Employer as part of the City of Selah. Longevity pay will be issued the Monday prior to Thanksgiving Day and it will be calculated on the annual base pay (not including overtime) as of November 15th of each year. After an employee has worked for the City for five (5) years and then separates employment for any reason, he/she will receive pro-rated longevity pay.

Length of Service:	Incentive Pay
0-60 months of service	Zero
61-120 months of service	3% of gross annual base pay
121-180 months of service	5% of gross annual base pay
181-240 months of service	6% of gross annual base pay
240+ months of service and over	8% of gross annual base pay

ARTICLE 26 - UNION ACTIVITY

- 26.1 Non-Discrimination: No employee shall be unlawfully discriminated against for upholding lawful Union principles. Any employee who works under the instructions of the Union or who serves on a committee shall not lose his/her job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties. No employee shall suffer a reduction in wages or more favorable working conditions due to the signing of this Agreement.
- 26.2 Union Investigative and Visitation Privileges: The Business Representative of the Union, with the permission of the department head or designee, may visit the work location of employees at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement; provided however, he/she shall not interfere with the operation of normal routine of any department.
- 26.3 Bulletin Board: The Employer agrees to provide suitable space to be used as a Union bulletin board. Posting by the Union on such board is to be confined to official business of the Union.
- 26.4 Shop Steward(s): The Employer recognizes the designation of one or more shop stewards designated by the Union and agrees not to discriminate, retaliate or interfere with same in the performance of their official duties. Such steward(s) will be allowed a reasonable amount of time to meet with management without loss of pay or benefits.

ARTICLE 27 - GENERAL PROVISIONS

- 27.1 Medical Exams: Any physical examination, T.B. skin test, and/or X-rays, required by the Employer shall be taken on Employer time and shall be paid by the Employer, provided said services are by a physician or institution specified by the Employer. All employees of the bargaining unit will be subject to random urinalysis drug testing. The cost of the urinalysis test shall be paid by the Employer and the testing shall occur on Employer time.
- 27.2 Standards: The Union recognizes the right of the Employer to establish such reasonable Employer rules as the Employer may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement. Employees shall be made aware of such rules and are to be applied equally to all employees of the Employer.
- 27.3 Non-Discrimination: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, heredity, ethnicity, national origin sex, sexual orientation, gender, gender identity, religion, creed, age lesser than forty (40), marital

status, family status, relationship status, veteran status, actual or perceived disability, and/or necessity of reasonable accommodation(s), nor will the Employer limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of one or more of such factors.

- 27.4 Travel and Training: The employee shall continue to complete professional training and re-qualification requirements of the Employer, and as may be required by State regulations. The Employer will pay the actual cost of the training, as well as any applicable mileage reimbursement, and all applicable meal allowances. The meal allowances are \$14.00 per breakfast, \$18.00 per lunch, and \$30.00 per dinner.
- A. Prior to traveling outside the City, the employee shall obtain approval for the trip and the mode of travel from the Department Head.
 - B. Travel on official business outside the City by a single individual should be via public carrier or City owned vehicle; however, if a private vehicle is used, mileage reimbursement shall be paid at the current IRS mileage rate.
 - C. Expense receipts are required for reimbursement and all use of City credit cards.
 - D. Accounting: Any default in accounting for or repayment of an advance shall render the full amount which is unpaid immediately due and payable with interest at the rate of ten percent (10%) per annum from the date of default until fully paid. To protect against any losses on advances, the City shall have the prior lien against and right to withhold any and all funds to whom such advances have been given. No advance of any kind may be made to any employee at any time when he/she is delinquent in accounting for or repaying a prior advance.
- 27.5 C.D.L. Endorsement Required Certifications: Any license or certification required by the employer, as a condition of employment or promotion, other than a basic Washington State Driver's license shall be paid for by the employer. Employees hired after January 1, 2022, shall be required to possess or obtain a Class A Commercial Driver's License (CDL) within twenty-four (24) months of hire.
- A. For employees hired after January 1, 2022, and where the City pays for the employee's CDL training and the employee separates from service within twenty-four (24) months after obtaining the CDL, the employee will be required to repay the balance for the training on a pro-rated basis. The cost of schooling will be divided over a 24-month period. The monies due will be deducted from the employee's final paycheck if the total cost has not been repaid to the City.
 - B. For employees hired prior to January 1, 2022, who hold and maintain a CDL, the Employer will pay each Utility Worker an additional \$50.00 per month for possessing and maintaining a valid CDL.

- C. All employees hired after January 1, 2022, are no longer eligible for the additional \$50.00 per month for maintaining their CDL. Any employee hired prior to January 1, 2022, who requests the City pay for his/her CDL training will not be eligible for the additional \$50.00 per month for maintaining a valid CDL.
- D. Employees serving in the Utility Foreman position shall be required to possess and maintain a valid CDL.

- 27.6 Gender: Where one or more specific genders have been used in any provision of this Agreement, such usage is solely for the purpose of illustration and shall not in any way be used to designate or limit the gender(s) of any employee who is eligible for any position, classification, or the benefits provided in this Agreement.
- 27.7 Bargaining Unit Work: Only employees who are members of the bargaining unit shall perform work of the bargaining unit, except (a) in the case of an emergency beyond the Employer's control; (b) for the purpose of instruction, training, or to assist in the handling of special events; or (c) tasks validly performed by Temporary Labor consistent with Section 5.5 above.

ARTICLE 28 - PERSONNEL FILES

- 28.1 Each employee shall have the right to review material in his/her personnel files during regular business hours. The employee may have a representative of the Union accompany him/her if so desired. Upon request, copies of documents in the personnel file shall be provided to the employee.
- 28.2 The personnel files will contain all evaluation reports and such other material that would assist in evaluating the employee.
- 28.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such a written response shall be attached to the material in question and become a part of the personnel files.
- 28.4 Personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to official use by the Employer.
- 28.5 Disciplinary Records
- A. Warnings, Counseling.
 - 1. Warning, counseling, and verbal reprimands that are documented shall only constitute an "active" part of the employee's disciplinary record for a duration of one (1) year for the purpose of future progressive discipline.

B. Minor Discipline.

1. Instances of minor discipline, including but not limited to a written reprimand or suspension for a duration not exceeding forty (40) hours, shall only constitute an "active" part of the employee's disciplinary record for a duration of three (3) calendar years for the purpose of future progressive discipline.

C. Major Discipline.

1. Instances of major discipline, including but not limited to suspensions exceeding forty (40) hours, demotions, and terminations, shall constitute an "active" part of the employee's disciplinary record indefinitely for the purposes of future progressive discipline.

- D. Public Records: The Union agrees that the Employer is required to maintain all disciplinary records according to state statutes and the Public Records Act (RCW 42.56) of the State of Washington.

ARTICLE 29 – NO STRIKE – NO LOCK OUT

- 29.1 Strikes, slowdowns, work stoppages, or any other interference with the work by the employees are prohibited. The Employer may discharge and/or discipline any employee who violates this Section. No employee shall be entitled to any pay and/or benefits for the period in which he/she is engaged in any strike, slowdowns, work stoppages or other interference with work. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article. No lockout of employees shall be instituted by the Employer.


ARTICLE 30 - SAVINGS CLAUSE

- 30.1 If any sentence, clause, Article, or Section of the Agreement or any Appendixes thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement or any Appendixes thereto shall continue in full force and effect. The Article, Section or portion held invalid shall be modified as required by law or the tribunal of competent jurisdiction or shall be re-negotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the grievance procedure outlined in this Agreement shall be applicable.

ARTICLE 31 - TERM OF AGREEMENT

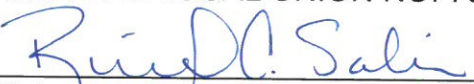
- 31.1 This Agreement shall be in full force and effect from January 1, 2024 and shall remain in full force and effect through December 31, 2026. Either party may, upon ninety (90) calendar days' notice prior to the date of expiration, give notice to terminate or amend to the other party. In the event only notice to amend is given, the Agreement shall remain in effect while the parties negotiate amendments.
- 31.2 This Agreement shall be governed by 41.56 RCW and the rules as set by the Public Employees Relations Act for public employees.

SIGNED FOR THE CITY:
MUNICIPALITY OF SELAH

By 
Roger Bell, Mayor

Date 4-9-24

SIGNED FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 760

By 
Richard A. Salinas, Secretary Treasurer

Date 3.27.24

By 
Richard Huebner, City Administrator

Date 04/10/2024

ORIGINAL

APPENDIX A

ARTICLE 1A - DEFINITIONS OF PUBLIC WORKS DEPARTMENT EMPLOYEES

1A.1 A Public Works employee is one who is working and engaged in, limited to, activity which requires work in the Selah Public Works Department.

ARTICLE 2A - CLASSIFICATIONS - RATES - OTHER PROVISIONS

1A.2 The following compensation schedule for Public Works employees shall be effective January 1, 2024. Although this Agreement will be voted upon, ratified and become effective subsequent to such effective date, the parties agree that employees shall receive retroactive pay for any hours worked or taken as paid leave from January 1, 2024, through the date that this Agreement becomes effective, as allowed by RCW 41.56.950 and other law and consistent with the parties' during-negotiation interim understanding that retroactivity would occur. The Employer shall issue all retroactive payments, less ordinary withholdings and deductions, prior to or concurrently with the second payroll following the effective date of this Agreement.

2024	5.5% increase above the 2023 rates
2025	5.0% increase above the 2024 rates
2026	4.5% increase above the 2025 rates

Classification	Monthly Base Compensation Rate			
	2023	2024	2025	2026
Public Works Forman	\$6,103	\$6,439	\$6,761	\$7,065
Utility Lead	\$5,955	\$6,283	\$6,597	\$6,894
Utility Worker 3 (60+ Months)	\$5,670	\$5,982	\$6,281	\$6,564
Utility Worker 2 (36-60 Months)	\$5,289	\$5,580	\$5,859	\$6,123
Utility Worker 1 (13-36 Months)	\$4,904	\$5,174	\$5,433	\$5,677
Utility Worker – Trainee (0-12 Months)	\$4,504	\$4,752	\$4,990	\$5,215

1A.3 Each employee will automatically advance to the next higher classification after serving for the minimum time at a lower classification, until he/she has reached the Utility Worker 3 classification. An employee on entry level probation will advance after twelve (12) calendar months. The probationary employee definition and requirements outlined in Article 5 do not apply to the classification for pay steps as outlined in this Agreement.

A. The Employer may place a newly hired employee at the classification of Utility Worker based on the Employer's evaluation of the employee's previous work experience and qualifications.

B. After placement, the Utility Worker shall advance to the next higher classification after serving for the minimum number of months to qualify for advancement. The time credited upon hire shall count towards the minimum number of months required for advancement. Example: If the Employer hires a new employee and places him/her as a Utility Worker 2, the employee shall be credited with thirty-six (36) months of service towards future advancement towards the Utility Worker 3 or higher position.

1A.4 Temporary Step-Up Pay: Any employee who works for two (2) consecutive weeks in a higher classification shall be entitled to be paid at the rate of pay for that classification for the duration of the time he/she works in that classification or until the termination of this Agreement, whichever comes first. Such an increase in pay shall commence on the first day of the pay period following the completion of said two (2) week service.

1A.5 Utility Lead Position. The City shall maintain one Utility Lead position so long as the employee who is serving as the Utility Lead upon the date that this Agreement becomes effective remains employed by the City. Upon termination of such an employee's employment, the City shall have no obligation to fill such position and may eliminate it permanently. The Lead position shall be paid at five percent (5.0%) above the Utility Worker 3 rate.

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

City of Selah - Public Works

Employer Name
115 W Naches Ave

Address
Selah WA 98942
City State Zip Code

Teamsters Local Union 760

Labor Organization (Union) Name
1211 W Lincoln Ave

Address
Yakima WA 98902
City State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1.1.24 to: 12.31.26

New Account Renewal — Account No. 126826 Approximate No. of Covered Employees _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		<u>Monthly Rate</u>
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> Z	\$ 1374.70
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input 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 checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 120.50
Domestic Partners	<input type="checkbox"/> Domestic Partners – Dental	\$
Vision Plan	<input 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 24 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

Title/Assn

[Signature]
Mayor

Date 4-9-24

For Union

Title Sec Treasurer

Date 3.27.24

THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND

EMPLOYER – UNION PENSION CERTIFICATION

THE UNDERSIGNED EMPLOYER AND UNION HEREBY CERTIFY THAT A WRITTEN LABOR AGREEMENT IS IN EFFECT BETWEEN THE PARTIES PROVIDING FOR CONTRIBUTIONS TO THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND ("TRUST FUND") AND THAT SUCH AGREEMENT CONFORMS TO THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS (AS REPRODUCED ON THE REVERSE OF THIS FORM) AND IS NOT OTHERWISE DETRIMENTAL TO THE PLAN. A COMPLETE COPY OF THE LABOR AGREEMENT IS ATTACHED OR, IF NOT YET AVAILABLE, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE. THE UNDERSIGNED AGREE THAT THE PROVISIONS OF ANY MEMORANDUM OF UNDERSTANDING, SUPPLEMENT, AMENDMENT, ADDENDUM OR OTHER MODIFICATION OF THE LABOR AGREEMENT DIRECTLY OR INDIRECTLY AFFECTING THE EMPLOYER'S OBLIGATION TO CONTRIBUTE TO THE TRUST FUND SHALL NOT BIND THE TRUSTEES UNLESS AND UNTIL A COMPLETE WRITTEN AND SIGNED COPY OF THOSE PROVISIONS IS FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AND ACCEPTED BY THE TRUSTEES, AND FURTHER AGREE TO FURNISH THOSE PROVISIONS TO THE AREA ADMINISTRATIVE OFFICE IN A TIMELY MANNER. IF A NEW PENSION ACCOUNT, THE EMPLOYER AGREES TO PROVIDE THE AREA ADMINISTRATIVE OFFICE WITH COMPLETED PAST EMPLOYMENT DATA FORMS. THE NEGOTIATING PARTIES CERTIFY THAT THIS DOCUMENT HAS NOT BEEN MODIFIED IN ANY MANNER.

NAME OF EMPLOYER City of Selah NAME OF ASSOCIATION _____
IF AN ASSOCIATION WITH AUTHORITY TO SIGN ON BEHALF OF EMPLOYERS, ATTACH LIST OF NAMES AND ADDRESSES OF EACH SUCH EMPLOYER
 STREET ADDRESS 115 W Naches Ave CITY, STATE, ZIP CODE Selah WA 98942
 EFFECTIVE DATE OF THIS LABOR AGREEMENT 1/1/24

IF THIS CERTIFICATION IS SIGNED BY AN ASSOCIATION, THE ASSOCIATION WARRANTS AND REPRESENTS THAT IT HAS WRITTEN AUTHORIZATION FROM EACH LISTED EMPLOYER TO SIGN THIS CERTIFICATION AND TO SIGN THE LABOR AGREEMENT ON BEHALF OF SUCH EMPLOYER (IF THE LABOR AGREEMENT IS NOT SIGNED BY THE EMPLOYER).

INDICATE: NEW PENSION ACCOUNT BUT EMPLOYER
 RENEWAL NEW PENSION ACCOUNT PREVIOUSLY MADE PENSION CONTRIBUTIONS
 EMPLOYER OWNERSHIP CHANGE DATE OF CHANGE _____ SELLER _____
 EMPLOYER IS PART OF A CONTROLLED GROUP OF CORPORATIONS FOR FEDERAL TAX PURPOSES
 NAME OF PARENT COMPANY _____

STREET ADDRESS _____ CITY, STATE, ZIP _____
 FOR LABOR AGREEMENT RENEWALS:
 INDICATE PENSION ACCOUNT NUMBER(S) 413002

EMPLOYER IS A: CORPORATION PARTNERSHIP UNINCORPORATED SOLE PROPRIETORSHIP
 PUBLIC ENTITY LIMITED LIABILITY COMPANY (INDICATE - PARTNERSHIP CORPORATION
(PARTNERS OR UNINCORPORATED OWNERS ARE INELIGIBLE TO PARTICIPATE PERSONALLY IN THIS TAX-EXEMPT TRUST.)

APPROXIMATE NUMBER OF COVERED EMPLOYEES 12

THE UNDERSIGNED UNION AND EMPLOYER AGREE TO BE BOUND BY THE WESTERN CONFERENCE OF TEAMSTERS AGREEMENT AND DECLARATION OF TRUST AND PENSION PLAN AS NOW CONSTITUTED OR AS HEREAFTER AMENDED, AND TO BE BOUND BY THE ACTS OF THEIR RESPECTIVE UNION AND EMPLOYER TRUSTEES OR THEIR SUCCESSORS. THE EMPLOYER AGREES TO PAY THE TRUST FUND THE PENSION CONTRIBUTIONS SPECIFIED IN THE LABOR AGREEMENT WITH THE UNION. THE UNDERSIGNED UNION AND EMPLOYER SHALL BECOME PARTIES TO SAID AGREEMENT AND DECLARATION OF TRUST UPON ACCEPTANCE AS SUCH BY THE TRUSTEES. UPON THE EXPIRATION OF THIS OR ANY SUBSEQUENT LABOR AGREEMENT, THE EMPLOYER AGREES TO CONTINUE TO CONTRIBUTE TO THE TRUST FUND IN THE SAME AMOUNT AND MANNER AS REQUIRED IN THE MOST RECENT EXPIRED LABOR AGREEMENT UNTIL SUCH A TIME AS THE UNDERSIGNED EITHER NOTIFIES THE OTHER PARTY IN WRITING (WITH A COPY TO THE TRUST FUND) OF ITS INTENT TO CANCEL SUCH OBLIGATION FIVE DAYS AFTER RECEIPT OF NOTICE OR ENTERS INTO A SUCCESSOR LABOR AGREEMENT WHICH CONFORMS TO THE TRUSTEE POLICY, WHICHEVER EVENT OCCURS FIRST. SIMILARLY, THE TRUSTEES RESERVE THE RIGHT TO GIVE NOTICE TO THE EMPLOYER AND UNION OF INTENT TO TERMINATE ACCEPTANCE OF FURTHER CONTRIBUTIONS FROM THE EMPLOYER. THE UNDERSIGNED AGREES THAT UPON RENEWAL OF THE LABOR AGREEMENT A COMPLETE COPY OF THE RENEWED LABOR AGREEMENT, INCLUDING MODIFICATIONS TO THE AGREEMENT, WILL BE FURNISHED TO THE AREA ADMINISTRATIVE OFFICE AS SOON AS AVAILABLE; AND, UPON WRITTEN ACCEPTANCE OF THE RENEWED LABOR AGREEMENT BY THE TRUSTEES, THE FOREGOING TERMS OF THE EMPLOYER-UNION PENSION CERTIFICATION SHALL BE APPLICABLE TO SUCH RENEWAL OF THE LABOR AGREEMENT. THE UNDERSIGNED UNION AND EMPLOYER ACKNOWLEDGE RECEIPT OF THE TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970 AND OF THE TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE THE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS.

UNION Teamsters Local Union 760
 BY Richard A. Salinas DATE 3/27/24
(SIGNATURE)
Richard A. Salinas
(PRINT NAME OF INDIVIDUAL SIGNING)

EMPLOYER City of Selah
 BY Roger L. Bell DATE 4-9-24
(SIGNATURE)
Roger L. Bell
(PRINT NAME OF INDIVIDUAL SIGNING)

TITLE Sec Treasurer PHONE NO. 509.452.7194 TITLE Mayor PHONE NO. 509-698-7332

ACCEPTED BY THE TRUSTEES OF THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST FUND.

BY _____ DATE _____