

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF SEQUIM
AND
TEAMSTERS LOCAL 589**

This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between City of Sequim ("Employer") and Teamsters, Local 589 ("Union").

The Parties understand and agree that the financial impacts of COVID-19 are still undetermined, and that Management has already made reductions to the City's budget in anticipation of future financial impacts. Management undertook those cuts, which includes all non-represented staff will not receive any merit pay in 2021 and will only receive a 1% cost of living adjustment (COLA), to maintain current staffing levels. Management proposed the same wage adjustment to the Union to maintain internal equity and financial stability.

The Union shares the City's concerns over maintaining current staffing levels and internal equity and, as such accepts Management's offer, to which Management is grateful for the Union's cooperation and looks forward to continued collaboration between the Parties.

The City acknowledges the Police Officer's willingness to assist the City through uncertain financial times and their cooperation in accepting the same one-percent COLA as the non-represented employees.

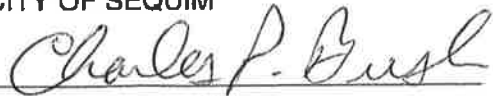
The Parties mutually agree that the 2019-2020 Collective Bargaining Agreement (CBA) for the Police Officer and the Police Sergeant contracts is amended as follows:

1. The term of the CBA is extended through December 31, 2021.
2. The wage adjustment for 2021 will be one percent (1%).
3. Negotiations for a successor agreement will be scheduled by the Parties no later than June 1, 2021.
4. Except as expressly provided in this Agreement, all other terms and conditions of the original CBA and any subsequent amendments, addenda, or memorandums of understanding thereto, remain in full force and effect.

Upon execution by all Parties, this amendment is effective January 1, 2021.

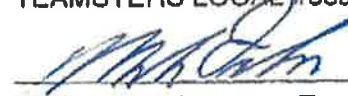
DATED this 10th day of November 2020.

CITY OF SEQUIM



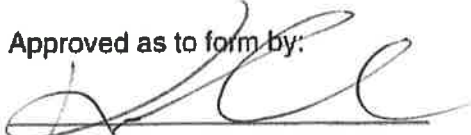
Charles P. Bush, City Manager

TEAMSTERS LOCAL #589



Mark Fuller, Secretary-Treasurer

Approved as to form by:



Kristina Nelson-Gross, City Attorney

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 Sequim: Police Department (Sergeants) _____ Employer Name 152 West Cedar Street _____ Address Sequim WA 98382 _____ City State Zip Code	Teamsters Local Union No. 589 _____ Labor Organization (Union) Name P.O. BOX 4043 _____ Address Port Angeles WA 98363 _____ City State Zip Code
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COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: January 1, 2021 to: December 31, 2021
 New Account Renewal — Account No. _____ Approximate No. of Covered Employees 5

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.)

<i>COVERAGE IN BARGAINING AGREEMENT</i>	<i>(For renewals, list all coverages, not just changes)</i>	Monthly Rate
Medical Plan	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Z	\$ 1,470.00
Life/AD&D	<input checked="" 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	\$ 8.60
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input checked="" type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$ 18.00
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$ 11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical	\$
Dental Plan	<input 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 checked="" type="checkbox"/> EXT	\$ 17.10
Domestic Partners	<input type="checkbox"/> Domestic Partners - Vision	\$

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

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

Contributions above are effective (month, year) January, 2021 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 Charles P. Bush For Union [Signature]
 Title/Assn City Manager Date 11/10/20 Title Secretary Treasurer Date 10/28/2020

ELIGIBILITY TO PARTICIPATE IN TRUST

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

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

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

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

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS

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

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

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

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

ACCEPTANCE OF TRUST AGREEMENT

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

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

APPROVAL OF TRUSTEES

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

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

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

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

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

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City of Sequim: Police Department (Patrol)

Teamsters Local Union No. 589

Employer Name
152 West Cedar Street

Labor Organization (Union) Name
P.O. BOX 4043

Address
Sequim WA 98382
City State Zip Code

Address
Port Angeles WA 98363
City State Zip Code

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For Employer Cheryl P. Bush For Union [Signature]

Title/Assn City Manager Date 11/10/20

Title Secretary Treasurer Date 10/28/2020

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Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

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