

AGREEMENT

By and Between
PORT OF PORT TOWNSEND
and

Teamsters Local 589

For the Period January 1, 2018 through December 31, 2020



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

ARTICLE 1 - RECOGNITION

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

1.2 Any questions or disputes concerning representation shall be treated as a grievance and resolved according to the grievance procedure provided within this agreement.

ARTICLE 2 - UNION SECURITY

2.1 It shall be a condition of employment that all members of the Bargaining Unit who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and those who are not members on the effective date of the agreement shall on the 31st day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all members of the Bargaining Unit hired on or after the effective date shall on the 31st day following the beginning of such employment become and remain members in good standing in the Union, provided that, if a Port employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor union, such Port employee shall pay an amount of money equivalent to the regular union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Port and the Union. The Port shall furnish written proof to the Union that such payment has been made. If the Port and the Union do not reach an agreement on the choice of the non-religious charity to which the union dues and initiation fees are to be paid, the Washington State Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 3 - NON-DISCRIMINATION

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

3.2 Neither the Port nor the Union shall unlawfully discriminate in matters of hiring, training,

promotion, transfer, layoff, discipline, dismissal or otherwise because of age, sex, sexual orientation, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap.

ARTICLE 4 - RIGHTS OF MANAGEMENT

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

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

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

ARTICLE 5 - UNION AND EMPLOYEE'S RIGHTS

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

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

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

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

5.4.1 An employee in the Bargaining Unit (Shop Steward and/or member of the negotiating committee)

may be granted reasonable time-off (on Ports time) while engaged in official Union/Employer business involving contractual matters, such as attending a grievance meeting, labor-management meeting or, **provided:**

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

5.5 Except as provided by separate letter employee wages and conditions shall be pursuant to this Agreement.

5.6 Dues Check Off.

5.6.1 The Port will deduct regular Union initiation fees and dues when presented an authorization card signed by the employee.

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

5.6.3 Monies so deducted shall be mailed to the office of the Union on or before the tenth (10th) of each month, accompanied with a list of the employees and amount deducted. Deduction of dues shall be optional with the employee. Provided, however, employees who sign an authorization form may not revoke such authorization for the duration of this Agreement.

5.6.4 The Union agreed to indemnify and hold the Port harmless from any and all claims arising from the Port deducting dues, fees, etc. and tendering same to the Union as required by this Section 5.6 et. sequentia.

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

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

ARTICLE 6 – WAGES

6.1 See Appendix "A" for Wage Schedule.

6.2 See Appendix "B" for Classification Schedule.

6.3 No employee shall suffer a reduction in pay due to being assigned to a lower paid position on a temporary basis.

6.4 Out of Class Pay: Employees designated by management for one week or more to substitute for their supervisor/management will receive a 10% premium for hours worked during such period designation. (Employees assigned with mutual agreement between employer and employee in writing to perform duties in a higher classification and job description for 5 or more continuous days shall be paid no less than an additional 5% for each hour the employee performs work in the higher classification.)

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

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

ARTICLE 7 - SENIORITY, TRIAL PERIOD, & PROMOTIONS

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

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

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

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

7.4 Employees shall receive credit for full time employment from their last date of hire.

7.5 Trial Period. Each employee shall serve a trial period of six (6) calendar months after first being appointed to a regular position. Such trial period may be extended once by the Port upon notification of the Union not later than two (2) calendar weeks prior to the completion of the original trial period. If the trial period is extended the notice shall contain the reason for the extension, the length of extension and a copy of the notice will be provided to the affected employee.

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

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

The 2 working days window may be extended by written mutual agreement between the employee and employer. Each employee will be evaluated according to their job description and how well they perform related to it. Should anyone be performing work outside of, or in addition to their job description that too will be evaluated and reviewed. It is the Employer Responsibility to ensure that the evaluation process is concluded within the anniversary month.

ARTICLE 8 - LAYOFF

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

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

8.3 For up to thirteen (13) months after layoff, employees shall be informed, by mail to the address on file, of openings in positions or classifications for which the employee is qualified. The employee shall keep the Port Executive Director's or Designee office informed of the current address. During this thirteen (13) month period, laid off employees shall fill openings for which the employee is qualified.

ARTICLE 9 - HOURS OF WORK AND OVERTIME COMPENSATION

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

9.2 Overtime hours are those work hours which employee is assigned to work in excess of forty (40) hours in the week or eight (8) hours in a work day for those employees assigned to 5-8's or after ten (10) hours in a day for those employees assigned to a 4-10's.

9.3 Overtime hours worked shall be paid at the rate of time and one-half the employee's regular rate of pay. For all scheduled hours worked on Saturday & Sunday, an additional \$1.50 per hour will be paid.

9.4 Overtime pay shall not be compounded with any other form of premium compensation paid to the

employee (excepting 9.3 above).

9.5 Those employees who are required to work overtime shall be granted a thirty (30) minute unpaid meal period for each four (4) hours of continuous overtime.

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

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

9.8 Regular employees shall be guaranteed 40 hours' work or pay, except for shift rotation or when given notice of a short week in the prior week.

ARTICLE 10 - COMP-TIME

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

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

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

10.4 An employee may choose to add comp-time to their bank as long as their bank does not exceed the forty (40) hour maximum per year.

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

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

10.7 Comp-time shall be used by mutual agreement and generally is to be scheduled for use during non-peak seasons of the year.

10.8 Comp-time should be used before vacation time.

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

ARTICLE 11 - CALL BACK/ CALL OUT TIME

11.1 An employee required to report for duty after leaving work or on any scheduled day off shall be guaranteed two hours call time paid at time and one half. An employee required to remain after his regular shift shall be paid at the overtime rate of time and one half for the overtime actually worked. No employee shall be required to be out at night alone during a storm, and upon employee request the Port agrees to call out a second employee to work with the first when required for safety reasons.

ARTICLE 12 – STANDBY

12.1 Employees required by their supervisor to be on "duty ready standby" and have their movement restricted shall be paid one dollar and 50 cents \$1.50 per hour for all hours required to be on standby status. Restricted movement is defined by FLSA.

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

ARTICLE 13 - GRIEVANCE PROCEDURE

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

13.2 Grievances may be settled with the Department Head on an informal, non-precedent setting, basis.

13.3 Grievances not settled per 13.2 shall be reduced to writing and submitted to the appropriate Port Director not more than twenty (20) days from occurrence, or knowledge of occurrence, or ten (10) days from discipline or seniority, or within thirty (30) days of the receipt of pay in the case of a money claim.

13.4 Grievances not settled per 13.3 shall be reduced to writing and submitted to the Port Executive Director not more than twenty (20) days from decision, or knowledge of decision, or ten (10) days from discipline or seniority, or within thirty days (30) of the receipt of pay in the case of a money claim.

13.5 PARTIES RIGHTS AND RESTRICTIONS:

- a. Either party to the Agreement may file a grievance against the other, or an employee may file against either party.
- b. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
- c. Any party to a grievance may have a representative present at all steps of the grievance procedure.
- d. Reasonable time in processing a grievance will be allowed during regular working hours for the shop steward, with advanced supervisory approval.
- e. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Port.
- f. Grievances of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.

g. **Confidential Communication:** Any communication between a member of the Union and any recognized Union representative regarding a potential or actual employee grievance or any communication between management and any management representative will be defined as confidential and unavailable to the opposing party.

h. Any and all time limits specified in the grievance procedure may be extended by mutual written or emailed agreement of the parties. Failure by the employee, employer, or Union to submit the grievance in accordance with these time limits or to move the grievance to subsequent steps in accordance with these time limits without such waiver will constitute an abandonment of the grievance.

13. 6 Steps in the Grievance Procedure:

Step 1 **Informal:** The employee and/or their representative shall report within twenty (20) days from the occurrence of the incident on which a complaint is based, or within twenty (20) days of the employee's or parties knowledge of the occurrence. If the complaint is an employee complaint the employee and/or their representative will promptly and verbally meet to discuss the complaint with the employee's Department Head. The Department Head will verbally decide on the complaint to the employee and the representative involved.

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

Step 3 **Formal:** If a party to the grievance feels Step 2 has not resolved the grievance, the party may appeal to the highest level of management of the Port or Union as the case maybe. There shall be a formal meeting with the employee, and or their representative, if requested, within ten (10) working days from the date of the appeal receipt. A decision shall be made, in writing, to the petitioning party by the responding party within ten (10) working days from the close of the formal meeting.

Step 4 **Board of Adjustment:** A Board of Adjustment shall be comprised of two members appointed by the Port and two members appointed by the Union. If the Board is not able to resolve the issue, the Board shall select a fifth member with industry experience, if available. If a fifth member cannot be agreed to Step 3 shall apply. Should the Board decide the matter, such decision shall be final and binding on the Port, Union and Grievant and Step 3 shall not apply to any grievance decided by the Board of Adjustment. The Board once constituted shall resolve all matters of procedure, evidence, continuance and related procedural issues. All decisions of the Board shall be made in executive session called by the Board and there shall be no record of such executive session.

Step 5 **Binding Arbitration:** If the grievance is not satisfied with a decision at Step 2 within twenty (20) working days after receipt of the decision, the petitioning party may submit the grievance to binding arbitration. For purposes of selecting an arbitrator, the parties agree to use a list of eleven (11) local names (Western Washington) obtained from the Federal Mediation and Conciliation Service (FMCS).

If the parties choose to select an arbitrator then the cost of the arbitrator shall be divided equally between the Port and the Union. Cost of witnesses, court reporter, or other individual expenses shall be borne by

the requesting party. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement or amend the written grievance.

ARTICLE 14 – SICK LEAVE

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

14.1 The accrual rate of eight (8) hours for each month of employment shall be ten (10) hours for regular employees hired before March 1, 1993.

14.2 Employees shall be allowed “First Day” sick leave with compensation for eligible absences up to the amount of their earned sick leave credits under the following conditions.

- a. During an illness or injury which has incapacitated the employee from performing their duties.
- b. During the infectious period following the exposure of an employee to a contagious disease during which their attendance on duty would jeopardize the health of fellow employees or the public.
- c. During periods of maternity, a female employee may use accrued sick leave before delivery and six (6) weeks after delivery or two weeks for adoption or as medically necessary. For male employees up to two (2) weeks may be taken in conjunction with birth or adoption of infant child. Additional leave or leave with pay may be granted by the Executive Director.

Employees are encouraged to accrue their sick leave so that leave will be available for emergencies.

When an employee applies for use of sick leave credits of three (3) days or more, the Port may request documentation from a physician stating the medical reason requiring absence from work. When possible, employees will be advised to obtain documentation before they return to work.

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

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

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

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

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

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

ARTICLE 15 – VACATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16 – HOLIDAY

16.1 All employees shall be granted, with pay, those holidays assigned below:

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

16.2 Floating Holidays – One (1) floating holiday shall be granted and selected at the option of the employee with one (1) week's prior notice and approval of the Department Head. To be eligible to receive the floating holidays, a new employee must be on the payroll for twelve (12) months. These holidays must be used by December 31st of each year, or be lost. The Department Head may authorize exceptions to this rule and allow individual employees to "carry over" floating holidays on a case by case basis.

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

16.4 An employee will not receive holiday pay if the employee is absent on their first scheduled work

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

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

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

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

ARTICLE 17 - EMERGENCY LEAVE

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

a. The problem must have been suddenly precipitated; or must be of such a nature that preplanning is not possible or that preplanning could not relieve the necessity for the employee's absence.

b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

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

ARTICLE 18 - BEREAVEMENT LEAVE

18.1 Bereavement leave shall be authorized to regular employees for a maximum of five (5) paid days per event, per calendar year on the death of a member of the employee's immediate family, which is defined as follows: husband, wife, grandparent, parent, child, grandchild, brother, sister, mother in law, father in law, domestic partner, and step relations of the same degree. Bereavement leave shall be non-accumulative and shall not be deducted from the employee's accumulated sick or regular leave.

ARTICLE 19 - JURY DUTY

19.1 An employee called for jury duty in any municipal, county, state or federal court shall advise the Port upon receipt of such call and, if taken from work for such jury duty, shall be paid their regular compensation minus any compensation received from jury duty. The employee must provide documentation to the Port of the amount of compensation received for jury duty.

ARTICLE 20 - MILITARY LEAVE

20.1 Any employee who is a member of the Washington National Guard, Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or Armed Forces

of United States shall be entitled to military leave with pay for a period not to exceed fifteen (15) days during any calendar year in order that the employee may take part in required active training duty. Such military leave shall be granted pursuant to the provisions of Revised Code of Washington 38.40. Any employee who enters upon active duty service or training in the Washington National Guard, the Armed Forces of the United States or the United States Public Health Service may seek leave of absence for a period not to exceed the actual tour of duty, service or training, and upon return shall be entitled to re-employment providing the individual complies with the provisions of the Revised Code of Washington 73.16, or as hereafter amended. For purposes of this Section fifteen (15) days shall mean fifteen (15) calendar days beginning with the first (1st) day of absence from employment.

ARTICLE 21 - LEAVE OF ABSENCE

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

ARTICLE 22 - HEALTH AND WELFARE

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

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

22.3 Effective after ratification in, 2018, for hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Medical Plan B, said payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month. In addition to the basic provisions of the Plan B (\$ 1191.30) the following optional benefits shall be a part of the benefits: 9 month disability premium waver \$11.40 per month, Plan C Employee Time Loss benefit \$8.00 per month, and \$30,000 of employee Life/AD&D insurance @ \$8.60 per month. As of 1/1/18 the monthly cost of this package is a total monthly contribution of \$1,321.70.

22.4 Effective January 1, 2018, based on December 2017 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Dental Plan B, at a cost of \$87.50 per month, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

22.5 Effective January 1, 2018, based on December 2017 hours compensated, the employer shall pay, for every regular employee who was compensated (80) eighty hours or more during the preceding month, into the Washington Teamsters Welfare Trust, sufficient premiums to provide coverage for Washington Teamsters Vision Plan EXT, at a cost of \$14.90 per month, payments to be made to the Washington Teamsters Welfare Trust on or before the 10th day of each month.

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

ARTICLE 23 – SEVERANCE PACKAGE

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

ARTICLE 24 - WHISTLE BLOWER PROTECTION

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

ARTICLE 25 - PERSONNEL POLICY

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

ARTICLE 26 - TERM OF AGREEMENT

26.1 This agreement shall be effective upon its execution and shall continue in full force and effect to and including December 31, 2020. Should either party desire to modify or terminate this agreement on December 31, 2020, it shall serve written notice at least one-hundred eighty (180) days prior to this date. This agreement may be extended by mutual agreement through the end of 2021.

ARTICLE 27- SEVERABILITY AND SUPERIORITY

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

Signed this 15th day of DECEMBER 2017.

TEAMSTERS LOCAL UNION 589

PORT OF PORT TOWNSEND


Secretary Treasure Mark Fuller


Executive Director Sam Gibboney

Appendix "A"

This wage table will be increased by 100% of the Seattle Tacoma Bremerton Bi-Monthly Data June to June, in January 1, 2018, and January 1, 2019, and January 1, 2020. With 2% Minimum to a Maximum of 5%. This will continue for the life of the agreement. Cola Calculation Effective 1/1/2018 June-June at 100% = 3% of CPI.

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

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

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

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

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

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

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

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

A.2 Project Compensation:

Individuals may also qualify for extra compensation for completing special projects that are over and above the already high expectations of the job. The idea for the project may come from an innovative employee or from management which mutually agree. To qualify for extra compensation the project must significantly add to port: operating efficiencies, cost savings, revenue generation, or customer service and the Port must decide the project is a worthwhile priority. As regular part of employee's jobs you are expected to be creative and continually look for ways to do your job better, safer, and more efficiently. A

qualifying project will then be over and above the normal skill sets and scope of work normally expected and must be planned in advance of starting through discussion with the relevant supervisor who will get final direction and authorization to move forward from the Port leadership team.

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

A.3 Out of Class Pay: Employees designated by management for one week or more to substitute for their supervisor/management will receive a 10% premium for such period designation. Employees assigned with mutual agreement in writing with the Employer to perform duties in a higher classification will be paid no less than an additional 5 % for each hour the employee performs work in the higher classification.

APPENDIX "B"

<u>Classification</u>	<u>Range</u>
Customer Service Representative	11
Customer Service Representative	16
Hoist Operator I	10
Hoist Operator II	16
Hoist Operator III	21
Maintenance Manager	29
Maintenance - Carpenter	22
Maintenance – Elec/Maint. Tech II	18
Maintenance - Facilities/Grounds	9
Maintenance - Mechanic	23
Maintenance Tech II	17
Maintenance Tech I	9
Yard Laborer	7

Port of Port Townsend
Union Wage Table

Effective January 1, 2018, includes 3% CPI

Grade	M e r i t B a s e d S t e p s										
	85% Step 1	Step 2	95% Step 3	Step 4	100% Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
7	\$16.84	\$17.35	\$17.87	\$18.40	\$18.95	\$19.52	\$20.11	\$20.71	\$21.33	\$21.97	Yard Laborer
9	\$17.83	\$18.36	\$18.92	\$19.48	\$20.07	\$20.67	\$21.29	\$21.93	\$22.59	\$23.26	Maintenance - Fac/Grnds
10	\$19.85	\$20.44	\$21.06	\$21.69	\$22.34	\$23.01	\$23.70	\$24.41	\$25.14	\$25.90	Hoist Operator I
11	\$21.32	\$21.96	\$22.62	\$23.30	\$24.00	\$24.72	\$25.46	\$26.22	\$27.01	\$27.82	Customer Service Rep
16	\$23.91	\$24.62	\$25.36	\$26.12	\$26.91	\$27.71	\$28.55	\$29.40	\$30.28	\$31.19	Customer Service Rep II, Hoist Operator II
17	\$23.12	\$23.82	\$24.53	\$25.27	\$26.03	\$26.81	\$27.61	\$28.44	\$29.29	\$30.17	Maintenance Tech II
18	\$23.78	\$24.50	\$25.23	\$25.99	\$26.77	\$27.57	\$28.40	\$29.25	\$30.13	\$31.03	Maintenance Tech II - Electrician
21	\$26.73	\$27.53	\$28.36	\$29.21	\$30.08	\$30.99	\$31.92	\$32.87	\$33.86	\$34.87	Hoist Operator III
22	\$25.73	\$26.50	\$27.30	\$28.12	\$28.96	\$29.83	\$30.72	\$31.64	\$32.59	\$33.57	Maintenance - Carpenter
23	\$26.94	\$27.75	\$28.59	\$29.44	\$30.33	\$31.24	\$32.17	\$33.14	\$34.13	\$35.16	Maintenance - Mechanic
29	\$31.48	\$32.42	\$33.39	\$34.40	\$35.43	\$36.49	\$37.58	\$38.71	\$39.87	\$41.07	Maintenance Manager (a)

(a) It is agreed with the ratification of the 2018-2020 contract, that this position will be removed from the bargaining unit upon the retirement of the current employee filling this position.

prepared for final Union Contract 2018-2020

For Agreement by and between
Port of Port Townsend and
Teamsters Local 589 for 2018-2020 contract
prepared November 16, 2017

WASHINGTON TEAMSTERS WELFARE TRUST SUBSCRIPTION AGREEMENT

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

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

Port of Port Townsend

Teamsters Union Local 589

Employer Name

Labor Organization (Union) Name

P.O. Box 1180

1305 South C street

Address

Address

Port Townsend

WA 98368

Port Angeles

WA 98363

City

State Zip Code

City

State Zip Code

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: 1/1/2018 to: 12/31/2020

New Account



Renewal — Account No. 126931

Approximate No. of Covered Employees 18

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____

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

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

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

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

<u>COVERAGE IN BARGAINING AGREEMENT</u> (For renewals, list all coverages, not just changes)		Monthly Rate
Medical Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Z	\$1191.30
Life/AD&D	<input checked="" type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$8.60
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input checked="" type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$8.00
Disability Waivers	<input checked="" type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$11.40
Domestic Partners	<input type="checkbox"/> Domestic Partners - Medical	\$
Dental Plan	<input type="checkbox"/> A <input checked="" type="checkbox"/> B <input type="checkbox"/> C	\$87.50
Domestic Partners	<input type="checkbox"/> Domestic Partners - Dental	\$
Vision Plan	<input checked="" type="checkbox"/> EXT	\$14.90
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 18 based on employment in the prior month.

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

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

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

For Employer

For Union

Title/Assn

Exec Dir

Date

12/18/17

Title

ST

Date

12/21/17

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)