

## **SEPARATION AND RETIREMENT AGREEMENT**

This Separation and Retirement Agreement ("Agreement") made this 21<sup>st</sup> day of August, 2017, by and between Robert V. Perales, (hereinafter the "Employee") Teamsters Local Union No. 760 (hereinafter the "Union") and the City of Granger (hereinafter the "Employer") is a separation and retirement agreement which includes a general release of claims. In consideration of the covenants undertaken and the releases contained in this Agreement, the Employee, the Union and Employer agree as follows:

### **1. SEPARATION AND RETIREMENT**

Employee hereby voluntarily and irrevocably agrees to immediately retire from employment with Employer effective August 21, 2017.

### **2. COMPENSATION AND BENEFITS**

Employer shall pay to the Employee the compensation set forth below as full and complete compensation owed to Employee, and for any and all claims made or to be made, and the Employee accepts the same:

- A. Payment of the Employee's unpaid regular salary, benefits and contributions due up to August 21, 2017, less applicable taxes and withholdings, according to the Employer's normal payroll cycles, which amount is agreed to be (\$3,112.79) and is payable on or before August 28, 2017.
- B. Payment of the total amount of Fifty Five Thousand Dollars (\$55,000.00), which is a representative amount approximately equal to all accrued and accumulated vacation leave, sick leave, longevity, holiday pay and comp time owed Employee. Said amount shall be paid in two equal installments of \$27,500.00, the first due on or before August 28, 2017 and the second due on January 3, 2018. Employee is responsible for reporting and paying any taxes owing on said payments.
- C. Payment of Health and Welfare contributions shall be governed by the Washington Teamsters Welfare Trust rules. Western Conference of Teamsters Pension Trust contributions shall be paid on regular compensated salary/wages up to August 21, 2017; and shall not apply to the \$55,000.00 lump sum amount described above.

### **3. DENIAL OF ANY VIOLATION - AGREEMENT NOT EVIDENCE**

The parties expressly deny any violation of any policies, procedures, state or federal laws or regulations. While this Agreement resolves all issues between Employer, Employee and Union relating to the employment relationship and ending thereof, this Agreement does not constitute an adjudication or finding on the merits and it is not, and shall not be

construed as, an admission by any party of any violation of any policies, procedures, state or federal laws or regulations. Moreover, neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by any party of any violation of any policies, procedures, state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement.

#### **4. GENERAL RELEASE AND DISCHARGE**

Except for those obligations created by or arising out of this Agreement for which receipt or satisfaction has not been acknowledged herein, the Employee on behalf of himself and his spouse, descendants, ancestors, dependents, heirs, executors, administrators, assigns, and successors, and each of them, Teamsters Local Union No. 760 and the Employer, hereby covenant not to sue or grieve and fully release and discharge the other and their administrators, officers, agents, attorneys, insurers, employees, representatives, assigns, and successors, past and present, and each of them in both their professional and personal capacities with respect to and from any and all grievances, claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which they may now own or hold or have at any time heretofore owned or held as against the other, arising out of or in any way connected with the Employee's employment relationship with Employer and ending of said relationship through retirement.

#### **5. COMPLETE AGREEMENT**

This instrument constitutes and contains the entire agreement and understanding concerning the Employee's employment, retirement from the same and the other subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof. This is an integrated document.

#### **6. SEVERABILITY OF INVALID PROVISIONS**

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable.

#### **7. CHOICE OF LAW**

This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to principles of conflict of laws. Venue of any action to enforce the

provisions of this Agreement shall lie in the Superior Court of Washington in and for Yakima County.

#### **8. JOINT PREPARATION OF AGREEMENT**

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

#### **9. COUNTERPART EXECUTION--EFFECT--PHOTOCOPIES**

This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

#### **10. WAIVER OF BREACH--EFFECT**

No waiver of any breach of any term or provision to this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

#### **11. FULL UNDERSTANDING AND VOLUNTARY ACCEPTANCE**

Employee acknowledges being advised that he has the full opportunity to review this Agreement with an attorney and has been provided an adequate opportunity to do so. Employee further acknowledges that he fully understands the final and binding effect of this agreement, that he agrees to each and every one of the terms specified in this agreement, and acknowledges that this is the complete agreement between himself, the Union and the Employer.

#### **12. FURTHER EXECUTIONS**

All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

#### **13. HEADINGS NOT BINDING**

The use of headings in this Agreement is only for ease of reference and the headings have no affect and are not to be considered part of the terms of this Agreement.

#### **14. CONFIDENTIALITY**

As a public entity, Employer is precluded from making any agreement regarding the confidentiality of this Agreement or the terms of it as required by law. The parties agree

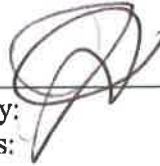
that upon Employee's retirement the Employer is required to submit a completed Notice of Officer Separation form to the Washington Criminal Justice Training Commission ("CJTC). In completing the form the parties agree that the Employer will indicate that the Employee "Retired in lieu of termination" and that the Employer is not aware of any conduct that may violate RCW 43.101.105. The parties further agree that in the event the CJTC requests further information the parties are authorized to cooperate completely in providing information to CJTC and such cooperation shall not be considered a violation of this Agreement.

**EMPLOYEE:**



Robert V. Perales

**CITY OF GRANGER:**



By:  
Its:

**TEAMSTERS LOCAL  
UNION NO. 760:**



By: Richard A. Salinas

Its: Business Representative

6/22/2017