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AGREEMENT

BY AND BETWEEN

CITY OF POULSBO, WASHINGTON

AND

TEAMSTERS LOCAL 589

REPRESENTING THE ADMINISTRATIVE AND PUBLIC WORKS EMPLOYEES

January 1, 2025 through December 31, 2027

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AGREEMENT
BY AND BETWEEN
CITY OF POULSBO
AND
TEAMSTERS LOCAL NO. 589
(REPRESENTING THE PUBLIC WORKS AND ADMINISTRTIVE EMPLOYEES)

PREAMBLE

This Agreement is made by and between the City of Poulsbo, a municipal corporation of the State of Washington, hereinafter referred to as the "Employer", and Teamsters Local No. 589, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE

1.1 The purpose of the Employer and the Union in entering into this Agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees of the City of Poulsbo who are legally represented by the Union.

ARTICLE 2 DEFINITIONS

2.1 As used herein, the following terms are defined as follows:

2.1.1 "Employer" means the City of Poulsbo, Washington.

2.1.2 "Union" means Teamsters Local No. 589.

2.1.3 "Employee" means a regular full-time employee in the bargaining unit covered by this Agreement.

2.1.4 "Bargaining unit" as used herein shall include regular full-time employees as set forth in the pay scale of this Agreement.

ARTICLE 3 RECOGNITION

3.1 The Employer agrees to recognize the Union as the exclusive bargaining representative on matters concerning wages, hours and working conditions for the employees in the bargaining unit.

ARTICLE 4 UNION

4.1 The Employer agrees to notify the Union and shop stewards in writing within thirty (30) calendar days of any new positions and/or new bargaining unit employees within departments conducting bargaining unit work. The Union shall advise the Employer in writing of the names of the three (3) shop stewards plus one (1) alternate. Electronic notification is the equivalent of written notification.

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4.2 Dues Deduction Procedure: The Employer shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the deduction in accordance with state law. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union's behalf until such time as the authorizing employee revokes their authorization.

4.3 Revocation: An employee may revoke his or her authorization for payroll deductions by written notice to the Union. After the Employer receives confirmation from the Union that the employee has revoked authorization for deductions, every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after confirmation.

4.4 Bulletin Boards: The Employer shall provide space in a non-public area for a bulletin board which may be used by the Union for Union related business. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials or other personnel.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The rights of the Employer shall include, but shall not be limited to, the right to conduct the business, operation and the direction of working forces. The Employer's discretion and judgment shall control the selection and retention of employees and the work and duties to which they are assigned, including the right to hire, transfer, schedule, promote, demote, suspend and discharge, and the right to make rules and regulations concerning the conduct of the business and the employees, providing the same are not contrary to the terms of the Agreement. The Employer has the right to organize and reorganize the workforce; the right to introduce new, improved, or different methods and techniques of operation or changes in existing methods and techniques. The failure of the Employer to exercise any rights under this Article in any respect shall not be taken as a waiver of its rights. All rights not specifically abridged by a provision of this Agreement shall remain the exclusive right of the Employer.

ARTICLE 6 PERFORMANCE OF DUTY

6.1 Employees shall perform their assigned duties to the best of their ability. The Union, Employer and employees agree that there shall be no strikes, lock-outs, slow-downs, stoppage of work or any interference with the efficient operation of the City. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties or other interruption of work. In addition, employees who engage or encourage such actions shall be subject to discipline or discharge.

ARTICLE 7 STANDARD WORK WEEK

7.1 The standard work week shall be five (5) consecutive work days of eight (8) hours each, or four (4) consecutive work days of ten (10) hours each, as determined by the

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Employer. Other schedules may be established by mutual agreement of the employee/Union and Employer.

7.1.1 The Employer has established a 7:00 a.m. to 3:30 p.m. shift for most Public Works employees and will continue that shift and attempt to maintain that schedule for so long as the needs of the public, as determined in the Mayor or their designee's discretion, can reasonably be met.

7.1.2 Flex schedule: Employees required to attend meetings outside of the employee's regular schedule for Commission, Committee or Council meetings, or perform other prescheduled duties that require working outside of a regular shift, may be assigned to a flex schedule for the week in which attendance or the additional work occurs. The employee shall be given a minimum of one week (5 business days) notice by the Employer of the meeting. The employee's schedule for the week of the meeting shall be adjusted by an amount of time equal to the time spent in attending the meeting or time spent performing the additional work. The adjustment shall be determined by mutual agreement so long as the reasonable business needs of the City can be met.

7.2 OVERTIME – All time worked outside the employees' standard work week shall be compensated at the overtime rate.

7.2.1 Overtime Defined – Overtime shall mean one-and-one-half times the employee's FLSA regular rate of pay for each quarter hour that the employee is required to work outside their scheduled shift. Time shall be figured in increments of one-quarter hour. Bargaining unit work shall be offered first to bargaining unit members.

Compensable hours shall mean work time, sick leave, vacation, holiday time off and compensatory time; these shall be counted as time worked.

FLSA regular rate of pay shall be determined in accordance with the provisions of the Fair Labor Standards Act. FLSA pay and overtime shall be determined in accordance with the provisions of federal statute and regulations. Compensation as used in this sentence means all forms of monetary compensation, paid on an hourly basis under the terms of the Collective Bargaining Agreement and excludes any non-monetary compensation or any form of compensation which the Employer may provide to employees outside of the terms of the Collective Bargaining Agreement.

7.3 COMPENSATORY TIME – An employee may elect to accrue compensatory time in lieu of overtime pay provided that they shall accrue no more than fifty (50) hours of compensatory time. Employees may not elect to accrue compensatory time in lieu of overtime pay for grant funded, billable and other projects subject to cost allocation.

7.4 STAND-BY, WEEKEND DUTY AND HOLIDAY DUTY

STAND-BY – Employees who serve on stand-by, holding themselves in readiness to respond to emergency and other non-routine calls during off duty hours, shall be

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compensated for such standby status at the rate of $35.00 per day (Monday through Thursday), $150.00 per weekend (see 7.4.1 Weekend Duty definition), and $45.00 per holiday, and $45.00 on their regular day off. Persons on stand-by shall be free to pursue their own personal affairs so long as they are available to respond to a call in accordance with the rules established by the Employer in a prompt and sober manner. If a Utility employee is assigned to weekend duty, the same employee shall also be assigned to stand-by duty.

7.4.1 WEEKEND DUTY – Weekend duty is defined as the period from Friday at 4:30 pm to Monday at 7:00 am. The Public Works Department shall guarantee a minimum of two (2) hours when assigned to weekend duty.

If the City creates a regular shift that includes Saturday and/or Sunday, the parties will meet to bargain impacts

7.4.2 HOLIDAY DUTY – The Public Works Department shall guarantee a minimum of two (2) hours when assigned to holiday duty.

7.5 CALLBACK

7.5.1 CALLBACK - Employees called back to service after completing a duty shift, while on their day off, or more than two (2) hours before their shift, shall be compensated for the actual time spent, but in no event for less than two (2) hours at the overtime rate of pay. If an employee is called back within the original two (2) hour block, this will not be considered an additional callback under this section.

7.5.2 Employees contacted by telephone, duty pager, computer or other electronic device during their time off shall be compensated at their regular or overtime rate, as shall apply, with a fifteen (15) minute minimum.

7.5.3 The minimum two hour call back applies when the situation warrants the need to leave home and drive to a work site. If the work can be completed by remote access as in the case of telemetry monitoring, the fifteen minute minimum will apply.

7.5.4 The preceding provisions shall not apply to contacts necessary to correct administrative errors or problems caused by the employee.

7.6 TRAINING - All employees shall be compensated at the regular rate of pay for attending training classes required by the Employer. The Fair Labor Standards Act shall govern travel time, the definition of compensable training time, and other issues. The Fair Labor Standards Act contemplates time spent traveling during normal work hours as compensable work time. Any work that is required to be performed while traveling is also counted as hours worked.

7.7 PUBLIC WORKS EMPLOYEES – The Employer shall provide fourteen (14) calendar days notice of shift changes to Public Works employees; provided, however, the Employer may change the shifts of the water main flushing crew with seven (7) calendar days

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notice. Except that shorter notice may be provided when changes are required due to an emergency, the disability of an employee or the scheduling of overtime, vacation, sick leave, compensatory time, or some other form of leave.

7.8 MEAL AND REST PERIODS - The parties agree to meal and rest periods for employees that vary from and supersede WAC 296-126-092. The purpose of combining the rest periods and meal period is to provide up to a one (1) hour lunch period, not for the purpose of allowing the employee to leave early or come in late.

7.8.1 All job classifications at the Public Works Operations and Maintenance facility are provided one (1) paid fifteen (15) minute rest period for each four (4) hours worked. All Public Works Operations and Maintenance employees will combine their two (2) fifteen (15) minute rest periods with their one-half (1/2) hour unpaid meal period for a one (1) hour break each day. The first quarter hour will be designated as their first fifteen (15) minute rest period. The next one-half (1/2) hour will be designated as their unpaid meal period, and the last quarter hour as their second paid rest period.

7.8.2 Emergency schedule exceptions. In the event of extreme weather conditions which create legitimate safety or health concerns, the crew foreman in consultation with the crew may elect to vary the break and lunch break schedule for the day by returning to the shop to dry out, cool off or otherwise address the weather conditions. Nothing herein shall be interpreted to prevent the Public Works Superintendent from making similar emergency adjustment to the lunch and break schedule to address weather or safety.

7.8.3 Other departments and their employees may establish mutually agreeable meal and rest periods within these parameters, provided that all job classifications will be provided one (1) paid fifteen (15) minute rest period for each four (4) hours worked and one 30-minute unpaid meal period for each full-time shift. Rest periods will be taken when operationally feasible and may be taken intermittently.

7.8.4 The meal period will be scheduled within one and one-half (1 ½) hours of the mid-point of the scheduled work shift for employees unless mutually agreed between the supervisor and the employee or based on operational need.

7.8.5 Rest periods do not accrue and may not be cashed out.

7.9 UNION OFFICIALS – An employee in the bargaining unit (shop steward and/or a member of the negotiating committee) may be granted time to engage in local union business pertaining to the Employer's operations or to engage in negotiations; provided

7.9.1 They notify the supervisor or designee at least forty-eight (48) hours in advance or at the earliest time the employee is aware of such requirement.

7.9.2 The Employer is able to properly staff the employee's job duties.

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7.9.3 Employees in the bargaining unit shall not transact union business while on shift, which in any way interferes with the operation or normal routine of any department.

7.9.4 This provision does not apply to assistance for a union member at a disciplinary interview.

ARTICLE 8 CLASSIFICATIONS

8.1 Employees shall be placed into the ranges in Appendix A.

8.2 The Employer shall establish a monthly pay date which shall be the 6th and 21st of each month. Employees shall participate in direct deposit.

8.3 Reclassification of employees is done consistent with City policies. Refer to the City of Poulsbo Personnel Handbook.

ARTICLE 9 LONGEVITY

9.1 LONGEVITY PAY – All employees shall receive longevity pay beginning after completion of five (5) years of continuous employment as follows:

Total Years Service	Longevity Pay
6-10 years	2%
11-15 years	3%
16-20 years	4%
21-25 years	5%
26+ years	6%

9.2 The City reserves the right to modify the way longevity is paid.

ARTICLE 10 HEALTH CARE

10.1 Eligibility

All employees shall be required to join either the Teamsters Medical Plan A or Teamsters Kaiser plan, Teamsters Dental Plan A, vision, and Employee Life Plan A.

10.1.1 Regular full-time employees and their dependents are eligible to participate in the Washington Teamster's Welfare Trust on the first day of the second month after working 80 hours, provided they work two consecutive months of at least 80 hours or eligibility will be based on the current rules of the Trust.

10.1.2 Eligibility will end for employees who do not have the required number of hours and the City no longer makes a contribution on their behalf. Upon termination, cash-out vacation, sick leave or compensatory time does not count as hours worked.

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10.2 Plans

10.2.1 Medical Insurance - The Employer shall pay ninety-five percent (95%) of the premiums in 2025 and subsequent contract years necessary to provide coverage under the Teamsters Welfare Trust, Medical Plan A and Vision Plan EXT for each eligible employee. The employees shall pay the remainder of the premiums. This coverage is considered composite coverage and will include each eligible employee and eligible dependent coverage.

10.2.2 Dental Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to provide full family coverage through Teamsters Welfare Trust, Dental Plan A, for each eligible employee.

10.2.3 Life Insurance – The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain life insurance coverage for each eligible employee in the amount of thirty thousand dollars ($30,000) through Teamsters Welfare Trust Plan A.

10.2.4 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.

10.3 HRA VEBA – The Employees/Teamster members must collectively agree on an amount for their monthly employee VEBA contribution. The Employer agrees to contribute Seventy-Five dollars ($75.00) per month for each month an employee is eligible for a contribution by the Employer into the Teamsters Welfare Trust.

10.4 HEPATITIS INOCULATIONS: The Employer shall provide hepatitis inoculations to employees who request such inoculations. The City shall pay any cost not covered by the health plan.

10.5 AFFORDABLE CARE ACT – If the payment of the HRA-VEBA, combined with health care premiums, will force the City to have to pay an excise tax under the ACA, the provisions relating to HRA-VEBA, wages, and health care premiums provision may be reopened and bargained between the parties. However, at no time shall the City offer in total compensation less than what was previously agreed upon in these Articles. During any reopener discussions, the parties will work cooperatively and negotiate in good faith to avoid the payment of any excise tax imposed on high cost health care plans while assuring that the bargaining unit receives the consideration for which it bargained.

10.6 Effective January 1, 2025 through 2027, the Employer shall pay into the Retiree's Welfare Trust the amount listed below per month on behalf of each employee performing work of the bargaining unit in a represented classification who is compensated for 80 hours or more in the previous month to provide the RWT-Plus Retiree Medical Plan.

In the application of the terms of this article of the collective bargaining agreement by and between Teamsters Local Union No. 589 and the Employer, it is understood that the contributions to the Retirees Welfare Trust (RWT-Plus) Plan shall be as follows:

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Effective Date	Monthly Contribution Rate
1/1/2025	$94.85
1/1/2026	TBD
1/1/2027	TBD

10.6.1 The Employer and the Union agree that monthly premiums will be split 50/50, with the City paying 50% of the monthly premiums and eligible bargaining unit employees paying 50% of monthly premiums. For purposes of funding the 50% premium share owed by eligible bargaining unit employees, the Employer shall reallocate the money it would have contributed to employees' HRA VEBAs pursuant to Article 10.3.

For example, for the calendar year 2025, RWT-Plus Plan premiums are $94.85 per month, with employees owing 50% (equal to $47.43) per month. For purposes of funding the employees' 50% premium share in 2025, the City will reduce its HRA/VEBA contribution from $75 to $27.57 ($75-$47.43=$27.57), with the deducted $47.43 allocated towards the RWT-Plus Plan premiums. The remaining $27.57 will be contributed into employees' HRA/VEBA.

When the City stops making monthly HRA/VEBA contributions, the 50% premium share owed by employees shall be made by a monthly payroll deduction.

The Teamsters Trust sets the rules for employee eligibility and benefits. Once an employee retires, the City shall have no obligation with respect to the enrollment of the employee, the payment of premiums for retiree coverage under the Plan, or other administrative tasks.

ARTICLE 11 HOLIDAYS

11.1 Holidays – The following are the recognized holidays, and these days shall be granted as paid holidays to eligible employees without reduction of regular salary. Holidays shall be eight (8) hours.

Holiday	Traditional Date
New Year's Day	January 1st
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
The Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25th
Two Floating Holidays/ Inclement Weather Days	Employee's choice with approval of Supervisor after 6 months of employment

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Two Personal Leave Days	Employee's choice with approval of Supervisor after 1 year of employment

11.2 In the event any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday, and when any such holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. If the day of observance of a holiday falls on the regular day off of an employee, such employee shall have the option of the holiday pay at straight time pay or eight hours additional compensating time at straight time pay.

11.2.1 Employees who work a schedule with days off other than Saturday and Sunday shall observe the above listed holidays on the traditional date.

11.3 In the event Christmas Eve falls on a normal weekday, at the Employer's discretion, city hall may be closed to the public at noon and employees may choose to take LWOP, Vacation, Floater or Personal leave.

11.4 To receive pay for a holiday not worked, an employee must work the scheduled day before or the scheduled day after such holiday unless on authorized leave.

11.5 Employees shall receive, in addition to holiday pay, one and one-half (1.5) times the employee's regular straight time rate of pay for all hours of a normal shift (exclusive of overtime) which begins on the observed holiday. Shifts that do not begin within an observed holiday (measured from 12:00 am to 11:59 pm) shall not be compensated at the holiday rate regardless of whether some hours of the shift fall within the holiday, but in no case shall an employee be scheduled to work on a holiday for less than four (4) hours.

ARTICLE 12 VACATION

12.1 Vacation Leave – Vacation leave shall be earned at the following rates:

1 through 2 years of service:	8 hrs per month
3 through 4 years of service:	9.33 hrs per month
5 through 7 years of service:	10.67 hrs per month
8 through 10 years of service:	12 hrs per month
11 through 12 years of service:	13 hrs per month
13 through 14 years of service:	14.5 hrs/month
15 or over:	16 hours per month

12.1.1 Maximum accumulated vacation leave each January 1st shall be two hundred forty (240) hours; provided, the 240-hour maximum shall be waived if an employee is denied a vacation request or required to cancel a scheduled vacation due to workload; provided, however, that any employee may accrue vacation leave over and above the cap when on sick leave or disability. Upon the employee's return to work, their vacation accrual shall be capped at a level equal to that established at the end of the sick or disability leave plus an additional increment equal to one (1) month's additional vacation accumulation. This new cap shall then limit future accruals and leave use.

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When the additional accrued vacation is used, the original leave cap imposed by this section shall again apply.

12.1.2 Vacation usage - Any portion of unexpended vacation leave may be granted an employee at any time during the year, at the discretion of the employee's department head.

12.1.3 Emergency Cash-out provision - Employees may be permitted to cash out up to five (5) days of accrued vacation on an emergency basis at the discretion of the Mayor or his/her designee. Employees shall have a minimum bank of 80 hours of combined vacation and compensatory time at the time the request is made. Emergency shall be defined as a sickness or death in an employee's immediate family (as defined in Section 14.1.1). The Mayor or designee may approve such cash-outs when he/she may do so without impairing the effectiveness of the service required of the City.

12.1.4 Any vacation cash out is at the employee's current base wage rate at the time of cash out up to a maximum of 240 hours.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave – Sick leave shall be earned at the rate of eight (8) hours per month or as provided in RCW 49.46.210, whichever is greater.

13.1.1 For purposes of accrual, there shall be no sick leave maximum.

13.1.2 Sick leave can be used for any purpose identified in RCW 49.46.210 or current City policy.

13.1.3 The employee's supervisor or department head, in that order, shall be notified at the earliest practical time during the employee's regular working hours of any sick leave situation other than medical, dental or optical appointments. Sick leave notice for such appointments shall be submitted in advance.

13.2 Termination – An Employee hired on or before December 31, 2012, who dies, is disabled, laid off, or who voluntarily terminates employment with fourteen (14) calendar days' notice shall receive a lump sum payment at the employee's regular wage for fifty percent (50%) of up to twelve hundred hours (1200) of accumulated sick leave.

An Employee hired on or after January 1, 2013, who dies, is disabled, laid off, or who voluntarily terminates employment with fourteen (14) calendar days' notice shall receive a lump sum payment at the employee's regular wage for twenty-five percent (25%) of up to twelve hundred hours (1200) of accumulated sick leave. Laid off employees may elect to receive the lump sum pay off, or to retain sick leave pending recall and shall have ninety (90) days from notification of layoff to request a lump sum payment.

Sick leave is cashed out at the employee's current base wage rate.

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ARTICLE 14 OTHER LEAVE

14.1 In the event of a death in an employee's immediate family, or when an employee attends the funeral of a member of the immediate family, not more than three (3) days leave may be used unless additional time is granted at the discretion of the employee's department head. All leave under this subsection shall be deducted from sick leave unless the employee elects to use compensatory time or vacation leave.

14.1.1 "Immediate Family" shall be limited to the employee's spouse, registered domestic partner, children (including stepchild and children in the custody of the employee), mother, father, grandparents, aunt, uncle, siblings, cousins, nieces and nephews, grandchildren, as well as the following in-laws: sister, brother, mother or father. Bereavement leave for other family members may be granted at the discretion of the department head or designee.

14.2 Administrative Closure – Closure of City Hall or suspension of City services is addressed in City Personnel Handbook Policy 4.7 and said policy is incorporated into this agreement. Employees affected by the closure of City Hall or suspension of City Services shall be allowed to use vacation, floating holiday, personal leave, compensatory time or leave without pay for those hours or days of closure.

14.3 Paid Family and Medical Leave Program. Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington and subject to annual revision, with the Employer and Association agreeing to the statutory default cost-sharing percentages, subject to adjustment from the State of Washington.

ARTICLE 15 SENIORITY

15.1 PROMOTION – The promotion of all employees shall be made by the Employer upon the selection of the applicant or employee determined by the Employer in its sole discretion to be the best qualified for the position. When the Employer determines that all other factors are equal, including but not limited to the qualifications of the applicants, any performance evaluations of record and any specializations needed for any particular position, the employee with the most seniority with the Employer shall be promoted. The Employer shall post all job openings on department bulletin boards; provided, however, failure to post shall not be the subject of a grievance.

15.2 LAYOFFS – The Employer retains the right to decide if a reduction in force is required. The employer also retains the right to designate the classification from which the layoff will occur. Once the classification is designated, a reduction in force will be based on seniority. Seniority is defined as time that an employee has continuously served in the targeted classification. The employee targeted for layoff may be considered for bumping to other positions previously held by the employee, for which the employee is still qualified. An employee must exercise their option to bump within ten (10) business days of written notification of layoff. Employees who are ultimately laid off will be placed on a Reinstatement List. For eighteen months after being placed on the Reinstatement List,

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an employee will first be offered their former position, if it becomes available, so long as the laid off employee is still qualified.

The order of layoff shall be: (1) casual employee; (2) probationary employees; (3) part-time employees; and (4) full-time employees.

15.3 FURLOUGHS – If furloughs are deemed necessary, the parties will discuss the impact of the furloughs and enter into an appropriate and agreed Memorandum of Understanding.

15.4 BREAK IN SENIORITY –Seniority shall be broken for the following reasons: Employee quits, employee is discharged as provided for in personnel policies, or if employee does not report for work for a 3 day period (unless on approved leave or under doctor's care).

ARTICLE 16 ENTIRE AGREEMENT

16.1 The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

16.2 The parties acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 17 SAVINGS CLAUSE

17.1 Should any provision of this Agreement be found to be in violation of any federal, state or local law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 18 UNIFORMS

18.1 Uniforms – The Employer will provide at no cost to its employees all required items of uniform. Uniform shall mean all items of clothing and equipment supplied by the Employer and required to be worn or carried. Abuse or misuse of any item of uniform may result in disciplinary action by the Employer, and the disciplinary action may require replacement at the employee's expense of damaged items. City and departmental policies and procedures will govern uniform items.

18.2 The employer shall reimburse authorized employees for ANSI, OSHA or WISHA standard safety boots/shoes up to $275.00 annually, provided adequate expense receipts are provided to the employer by November 30. Authorized employees shall mean all employees required by the employer to wear said safety boots/shoes.

18.3 All uniforms or other items issued by the Employer shall remain the property of the Employer.

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ARTICLE 19 MISCELLANEOUS

19.1 CDL RENEWAL – The Employer agrees to reimburse the employee for the renewal cost of the CDL license and all endorsements required by the employer. The renewal process also involves a physical. The City will reimburse the employee for the cost attributable to the CDL exam by a DOT certified examiner. The employee may use sick leave for the exam. The employee will bear all other non-medical associated costs.

19.2 DEFERRED COMPENSATION PROGRAM – Eligible employees may elect to contribute pre-tax earnings into a deferred compensation plan for investment. Participation in the Deferred Compensation Program is voluntary and there is no City match.

ARTICLE 20 DISCHARGE, SUSPENSION AND DISCIPLINE

20.1 ALL EMPLOYEES – Whenever an employee shall be guilty of dishonesty, threats to the public or another employee, drunkenness, use of dangerous drugs, willful destruction of property or equipment, recklessness, gross insubordination, or other issues of a parallel magnitude, such employee(s) may be subject to termination from employment.

It is agreed that the City has the right to discipline an employee for just cause. Disciplinary action will be progressive in nature, but the level of discipline administered will depend on the seriousness of the offense. Management retains discretion on what level of discipline is appropriate to correct the unacceptable behavior or performance issues and address larger issues of potential liability for the City.

20.1.1 Counseling statements, performance improvement plans (PIP) and verbal warnings are exempt from the Union grievance process in Article 21. Counseling statements, performance improvement plans (PIP), and verbal warnings shall be removed from the employee's file after a period of one (1) year or the next performance evaluation of the employee, whichever shall first occur.

20.1.2 Employees guilty of lesser infractions may be given a written reprimand, or a suspension or discharge, with a copy to the Union. The Employer shall follow the principles of progressive discipline and must have just cause to issue said reprimand. Reprimands shall be removed from the employee's personnel file after three years, provided that should an employee receive additional disciplinary action, then the previous warning letter may be retained in the employees file for an additional three (3) years. A suspension is a severe disciplinary action that shall be made a matter of record so long as the employee is retained by the City. Records retention for former employees shall comply with the state archivist's retention schedule.

20.1.3 The Union shall have the right to investigate any disciplinary action involving the discharge, suspension or reprimand of an employee and the option of proceeding with the grievance procedure as recognized under this Agreement.

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ARTICLE 21 GRIEVANCE AND ARBITRATION

21.1 Nothing within this Article shall be construed to restrain any party from initiating an informal discussion in an attempt to resolve a dispute.

21.2 A "grievance" means an alleged claim or dispute with respect to the interpretation or application of the provisions of this Agreement.

21.3 Step 1. An employee or group of employees or their delegated Union representative who consider they have a grievance shall present such grievance in writing, stating the section of the Agreement allegedly violated, all the facts supporting the grievance, the names of witnesses, and the remedy requested to the employee's immediate supervisor. The grievance shall be submitted within twenty (20) calendar days of the alleged violation or knowledge of the alleged violation. The supervisor shall attempt to resolve it and shall issue a written response within twenty (20) calendar days.

21.4 Step 2. If the grievant is not satisfied with the supervisor's response, the grievance, in writing, may be presented to the Department Head within twenty (20) calendar days of the Step 1 response. The Department Head shall attempt to resolve it and shall issue a written response within twenty (20) calendar days.

21.5 Step 3. If the grievant is not satisfied with the Department Head's response, the grievance, in writing, together with all other pertinent material may be presented to the Mayor or designee within twenty (20) calendar days of the Step 2 response. The Mayor shall issue a written response within twenty (20) calendar days.

21.6 Step 4. Any grievance not resolved by the Mayor or designee may be referred by the Union within twenty (20) calendar days of the Step 3 response for final adjustment to Arbitration.

21.7 In the event that the parties cannot select a mutually acceptable arbiter within fifteen (15) calendar days following the above said demand for arbitration, either party may request a list of eleven (11) neutral arbitrators from the Public Employment Relation Commission (PERC). The parties shall strike names from the list with the party to strike first determined by coin toss. It shall be the function of the arbiter to hold a hearing at which the parties may submit their cases concerning the grievance. The arbiter shall render a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after such hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer that is beyond their jurisdiction. The fees and expenses of the arbiter and the cost of a written transcript for the arbiter, if prepared, shall be divided equally between the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses, purchasing its own copy of any written transcript, and paying any and all expenses of presenting its own case, including attorney fees.

21.8 Neither the arbiter nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

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21.9 The right of the Union to lodge and process a grievance is expressly confirmed. No settlement agreement shall be contrary to the terms of this Agreement unless agreed upon by the parties.

21.10 In the event an appeal is filed with the Civil Service Commission, the Union agrees that it will immediately dismiss any pending grievance or arbitration proceeding related to the matter appealed to the Commission. The filing of an appeal to the Civil Service Commission terminates the jurisdiction of the arbitrator under this Agreement.

ARTICLE 22 PROBATION

22.1 PROBATION – Newly hired employees shall serve a twelve (12) month probationary period during which period the employee may be dismissed without cause. Any employee dismissed during the probationary period shall have no recourse to the grievance procedure. The Employer may unilaterally extend the probation period for up to three (3) months.

22.2 Newly promoted employees shall serve a six (6) month probationary period during which period the employee may be reduced to his or her former position without cause. Any employee reduced during the probationary period shall have no recourse to the grievance procedure.

ARTICLE 23 DURATION OF THIS AGREEMENT

23.1 This Agreement shall become effective January 1, 2025 and shall remain in effect through December 31,2027. In the event negotiations for a new Agreement have not been completed by the expiration of this Agreement, it shall remain in effect until the conclusion of the negotiations for a new Agreement.

CITY OF POULSBO

DocuSigned by:
77AA4B38C18A4BA...
Rebecca Erickson, Mayor

Date: 12/17/2024

TEAMSTERS LOCAL NO. 589

Signed by:
Robert Driskell
535FE8C327FA443...
Robert Driskell, Secretary/Treasurer

Date 12/13/2024

ATTEST/AUTHENTICATED:

DocuSigned by:
D21DA14DCC754A8...
Rhiannon Fernandez, City Clerk

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Appendix A

A.1 The following table of wages rates reflects the master base pay scale effective January 1, 2025.

2025 TEAMSTERS LOCAL #589 (Admin/Public Works) SALARY SCHEDULE Effective January 1, 2025, 2024 wage rates increase by approx 3.5%							
Classification		**A**	**B**	**C**	**D**	**E**	**F**
Custodian	**1**	26.50	27.30	28.12	28.96	29.83	30.72
Office Clerk I	**2**	27.02	27.83	28.67	29.53	30.42	31.33
Grounds Maintenance Tech I	**3**	27.59	28.42	29.27	30.15	31.05	31.98
Special Events Coordinator	**4**	28.12	28.96	29.83	30.72	31.64	32.59
Office Clerk II	**5**	28.67	29.53	30.42	31.33	32.27	33.24
	6	29.27	30.15	31.05	31.98	32.94	33.93
Police Administrative Specialist	**7**	29.83	30.73	31.65	32.60	33.58	34.59
Building Inspector I, Grounds Maintenance Tech II, Maintenance Technician I, Mechanic Assistant	**8**	30.41	31.32	32.26	33.23	34.23	35.26
Accounting Clerk, Judicial Specialist	**9**	31.05	31.98	32.94	33.93	34.95	36.00
	10	31.63	32.58	33.56	34.57	35.61	36.68
Administrative Ass't, Planning/GIS Coordinator, Senior Police Administrative	**11**	32.25	33.22	34.22	35.25	36.31	37.40
Peer Support Specialist II	**12**	32.93	33.92	34.94	35.99	37.07	38.18
Building Permit Specialist, Recreation Programmer	**13**	33.57	34.58	35.62	36.69	37.79	38.92
Accounting Technician, Contract Admin/Acct, Engineering Technician	**14**	34.21	35.24	36.30	37.39	38.51	39.67
Maintenance Tech Senior, Water Quality Field Tech	**15**	34.94	35.99	37.07	38.18	39.33	40.51
Assistant Planner	**16**	35.61	36.68	37.78	38.91	40.08	41.28
Field Inspector	**17**	36.30	37.39	38.51	39.67	40.86	42.09
Deputy City Clerk	**18**	37.06	38.17	39.32	40.50	41.72	42.97
Eng Senior Technician	**19**	37.78	38.91	40.08	41.28	42.52	43.80
Sr Field Inspector, Mechanic, Maintenance Mechanic, Water Treatment Plant Operator	**20**	38.52	39.68	40.87	42.10	43.36	44.66
Behavioral Health Navigator, Recovery Resource Center Manager	**21**	39.32	40.50	41.71	42.96	44.25	45.58
Associate Planner, Building Inspector II, Engineer I	**22**	40.09	41.29	42.53	43.81	45.12	46.47
Office Manager, Senior Contract Administrator	**23**	40.86	42.09	43.35	44.65	45.99	47.37
PW Foreman	**24**	41.72	42.97	44.26	45.59	46.96	48.37
Engineer II, Senior Foreman	**25**	42.53	43.81	45.12	46.47	47.86	49.30
	26	43.36	44.66	46.00	47.38	48.80	50.26
Senior Accountant, Contract Administrator Manager	**27**	44.27	45.60	46.97	48.38	49.83	51.32
Construction Supervisor	**28**	45.12	46.47	47.86	49.30	50.78	52.30
	29	45.99	47.37	48.79	50.25	51.76	53.31
Engineer III, Dvlpmnt Rvw Engineer, Trans	**30**	46.95	48.36	49.81	51.30	52.84	54.43
	31	47.86	49.30	50.78	52.30	53.87	55.49
Senior Planner	**32**	48.79	50.25	51.76	53.31	54.91	56.56
	33	49.81	51.30	52.84	54.43	56.06	57.74
Engineer IV	**34**	50.79	52.31	53.88	55.50	57.16	58.87

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Appendix A

A.2 Advancement through the steps of the pay matrix shall be automatic (every twelve (12) months) based upon satisfactory performance. Should the Employer determine that an employee's step is going to be withheld, the employee must be notified in writing not less than thirty (30) calendar days prior to the step increase and an explanation must be given of why the employee's performance has dropped below standard, or has fallen since the previous years evaluation. In addition, the employee must be given specific written direction on how the employee's performance can be improved. Any employee who has been refused a step increase may appeal the Employer's decision through the grievance procedure of this Agreement.

A.3 The Employer may unilaterally place a new employee at any step within the matrix.

A.4 Employees who are promoted and moved into a higher range shall be placed in a step of the new range which provides an increase not less than three (3%) percent greater than the range/step from which they were promoted.

A.5 Effective January 1, 2025, the table of wages shall be as shown on the attached wage table which includes an adjustment of 3.5%.

A.6 Effective January 1, 2026, the table of wages shall be adjusted by100% of the CPI-U Seattle-Tacoma-Bellevue, June 2024 to June 2025, with a minimum of 2% and a maximum of 4%.

A.7 Effective January 1, 2027, the table of wages shall be adjusted by 100% of the CPI-U Seattle-Tacoma-Bellevue, June 2025 to June2026, with a minimum of 2% and a maximum of 4%.

A.8 The general wage increases set forth above will be applied to the top step of each wage scale and then each preceding step will be reduced by 3%.