



AGREEMENT



By and between

**The City of
MARYSVILLE, WA
and**

**PUBLIC, PROFESSIONAL &
OFFICE-CLERICAL
EMPLOYEES AND DRIVERS
LOCAL UNION #763**

(Affiliated with the International Brotherhood of Teamsters)

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January 1, 2023 – December 31, 2025

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by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

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January 01, 2023 through December 31, 2025

THIS AGREEMENT is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The Employer recognizes the Union as the sole collective bargaining agent for all City of Marysville, Washington, Office-Clerical, Public Works, Parks and Recreation and Emergency Services Support employees, excluding supervisory, confidential, casual, and seasonal/temporary maintenance employees in Parks and Public Works working fewer than three hundred forty-seven (347) hours in a rolling twelve (12) month period.
- 1.1.2 For purposes of this Agreement, a "seasonal/temporary maintenance employee in Parks and Public Works" is defined as an individual employed for fewer than twelve hundred (1,200) hours in a twelve (12) rolling month period. In the event that such an individual is employed for more than three hundred forty-seven (347) hours in a twelve (12) month rolling period, the employee shall become a limited member of the bargaining unit, and will be entitled to a rate of pay as outlined in Appendix A, but will only have those benefits specifically outlined in Section 1.1.3. below. Upon reaching one thousand two hundred (1,200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining Agreement as a regular employee.
- 1.1.3 Seasonal/temporary maintenance employees in Parks and Public Works who have worked more than three hundred forty-seven (347) hours, but fewer than one thousand two hundred (1,200) hours in a twelve (12) rolling month period, will be covered by the following articles:

 Articles 1; 2; 3.3 and 3.4; 12; 13; 15 (safety and wages only); 16 and 19.
- 1.1.4 Union Notification – Within seven (7) days from the date of hire of a new seasonal/temporary maintenance employee in Parks and Public Works, and within the next pay period after a seasonal/temporary maintenance employee in Parks and Public Works crosses the three hundred forty-seven (347) hour threshold, the Employer shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The Employer shall promptly notify the Union when a seasonal/temporary maintenance employee in Parks and Public Works terminates employment.
- 1.2 Payroll Deduction - The Employer shall make deductions from the wages of all employees covered by this Agreement for Union dues, initiation fees, and delinquent dues and initiation fees, and/or agency fees, after having received an executed written authorization to the Employer demonstrating the employee has affirmatively consented to the deduction of such dues/fees. Such deductions shall be remitted to the Union on a monthly basis. Any employee may revoke their authorization for payroll deduction of payments to their Union by written notice to the Union in accordance with the terms and conditions of their dues

authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met. The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues and/or deduction system.

- 1.3 New Hire Orientation – The Employer will provide the Union reasonable access to all newly hired persons entering the bargaining unit within the first two (2) weeks of such hire or entry into the unit and no later than ninety (90) calendar days. The Employer will allow the Union up to thirty (30) minutes to meet with such newly hired persons entering the bargaining unit for purposes of presenting information about Union membership and bargaining representation. The access can occur either as the last item during orientation or at a mutually agreed time between the Employer and the Union. The Union's right to meet with newly hired persons entering the bargaining unit shall occur during the employee's normal working hours and at their usual worksite, usual site of orientation or a mutually agreed upon location. Reasonable access is limited to one (1) representative of the Union or a single shop steward. Employees have the option to attend or not attend the Union's new hire orientation.

ARTICLE 2 NON-DISCRIMINATION, UNION INVESTIGATION AND SHOP STEWARDS

- 2.1 Non-Discrimination – No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee, shall not lose their job or be discriminated against for this reason; provided however, such activities shall not interfere with the employee's work duties.
- 2.1.1 The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, the presence of any physical, mental, sensory handicap or age, unless such physical, mental, or sensory handicap or age has a bona fide occupational qualification.
- 2.1.2 Wherever words denoting a specific gender are used in this Agreement they are intended and shall be construed so as to apply equally to any gender.
- 2.2 Union Investigation – Duly authorized business agents of the Union may visit the work location of employees upon reasonable notification to the Employer. Such representatives shall limit their activities during such visitations to matters relating to this Agreement. Work hours shall not be used by employees and/or Union representatives for the conduct of Union business or the promotion of Union affairs other than stated herein. Union business, including the investigation of grievances, shall occur during non-working hours (e.g., coffee breaks, meal periods, before and after shift).
- 2.3 Shop Steward – In the interest of resolving problems and keeping the Employer operating in an efficient and cost-effective manner, the Union shall have the right to appoint five (5) shop stewards. The steward(s) have the responsibility to assist the members and the Employer in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of Employer equipment may be authorized by the Human Resources Department on a case-by-case basis. The stewards shall recognize that this privilege is not to be abused and all investigating/problem solving shall be within reason and approved by the Department Director.
- 2.3.1 The Employer recognizes that stewards are rank-and-file members of the bargaining unit and do not have the right to call or authorize a work stoppage, bind the Union through an agreement(s) of any kind or set precedent regarding grievances. The Employer shall not hold the Union responsible for any individual who violates these parameters.

ARTICLE 3 HOURS OF WORK, OVERTIME, CALLBACK AND STANDBY

3.1 Hours of Work – Eight (8) consecutive hours, exclusive of meal periods, shall constitute a normal day's schedule for all full-time employees. Five (5) consecutive days in a seven (7) day period with at least one (1) weekend day off shall constitute a normal week's schedule for all employees; provided however, where appropriate, work schedules may be established by the Employer which provide for other than eight (8) hours per day and other than five (5) days per week but with corresponding changes in hours off and in days off. When mutually agreed to in writing by the Employer and the employee, the employee may work two (2) consecutive weekend days as part of a five (5) non-consecutive day work week. In no event shall any employee be scheduled to work more than four (4) weekend days (Saturday or Sunday) every four (4) weeks.

3.1.1 Shift Differential – Employees who work a schedule that includes a Saturday or Sunday and/or weekday hours between 5:00 p.m. and 5:00 a.m. shall be paid a shift differential of five percent (5.0%) per hour worked.

Shift differential shall not apply to callback or Standby. Employees working an assigned schedule that qualifies for shift differential shall receive shift differential on overtime hours worked. Employees working an assigned schedule that does not qualify for shift differential shall not receive shift differential for overtime hours worked between 5:00 p.m. and 5:00 a.m.

In cases where the Employer changes an employee's normal work schedule (shift hours) with fewer than forty-eight (48) hours' notice to the employee, the employee shall be paid a ten percent (10%) shift differential for their hours worked until completion of the shift change (i.e. snow days, special projects, water main work at night). Overtime hours will include the shift differential. This shall not apply to callback.

3.1.2 Shift Bidding - All departments with weekend shifts and/or swing and/or graveyard shifts shall bid schedules in each department by seniority. The individual must have the minimum qualifications to perform the work to be awarded the bid. If no one is awarded the bid the Employer will select by inverse seniority. The least senior employee with the minimum qualifications shall be awarded the position. Seniority will be the bargaining-unit date of hire. The entire bid will be posted, including the positions which the Employer has the right to fill per this subsection.

All weekend shifts and/or swing and/or graveyard shifts shall be bid on a seniority basis, annually, no later than each December. All weekend, swing and/or graveyard shifts shall be posted for five (5) working days, during which time employees shall be afforded the opportunity to bid. Annual shift bids shall be awarded and become effective the first (1st) of January.

3.2 Overtime – If an employee is required to work in excess of the normal number of hours per day established in Section 3.1, or forty (40) hours per week, the employee shall be compensated at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hour days per week, overtime shall be paid for work in excess of the assigned schedule. Employees receive overtime pay when a holiday, vacation or compensatory time falls within the same week. Conversely, employees who work in excess of the normal hours per week are not generally eligible for overtime pay when sick leave hours have been used in the same week, with the exception of emergency/unscheduled overtime (Section 3.2.1) and any time the Employer compels an employee to work (except as provided in Sections 3.2.2 and 3.2.3). Employees have the option of utilizing compensatory or vacation hours in lieu of sick leave. Except in emergency situations (Section 3.2.1), all overtime shall be approved

in advance by the Employer and posted by department/division (see attached Appendix Z) and filled per Sections 3.2.2 and 3.2.3. Overtime shall be offered by seniority to employees in those divisions. Overtime is based on the employee's knowledge, achieved and required certifications and ability in the division to perform the work being assigned.

Employees required to travel out of the City of Marysville shall be compensated in accordance with the Fair Labor Standards Act (FLSA) and not upon any other requirement; provided however, all employees who travel beyond thirty (30) miles from their normal work station shall be compensated for travel time with compensatory time off, which shall be used by mutual agreement between the Employer and the employee(s), within the next ten (10) working days. If the employee(s) are not afforded the opportunity to use compensatory time off during the next ten (10) working days, they shall be paid for the compensatory time on their next paycheck.

In lieu of paid overtime, compensatory time-off may be earned upon the request of the employee and approval of the Supervisor and shall be taken at the rate of one and one-half (1 ½) times the actual time worked. Such compensatory time shall not exceed two hundred forty (240) hours in any calendar year nor shall more than eighty (80) hours of compensatory time be carried over into the next calendar year.

Employees may request a "cash out" of their compensatory accrual bank twice a year; with a June request for July payments and/or a November request for December payments.

3.2.1

Emergency Unscheduled Overtime – Emergency Unscheduled Overtime is defined as an event/situation that occurs on an emergency, unplanned basis outside of the normal work schedule and requires immediate response.

Posting - The Employer shall prepare and post the emergency unscheduled overtime master list at Public Works Monday of each week. This list will be used for the assignment of emergency (unscheduled) overtime for the following week. The assignment of overtime will be determined by seniority (Teamsters bargaining-unit date of hire) within the department, and by classification. Monday afternoon of each week the lists in the specified divisions shall be taken down, signed and dated by the on-duty Standby person and kept in their possession through their Standby week. The Standby person will distribute copies of the list via email to the Public Works management and the Shop Stewards by end of shift on Monday. The overtime assignment shall go to the most senior worker who signed up on the Emergency Unscheduled Overtime list.

Volunteer Within Division - When there is an Emergency Unscheduled Overtime need without a qualified employee from that classification within the division, the Employer shall call out the most senior qualified employee in the division who has signed up for Emergency Unscheduled Overtime on the master list.

Volunteer Within Classification - When there is an Emergency Unscheduled Overtime need without a qualified employee by classification signed up on the Emergency Unscheduled Overtime master list, the Employer may call out any employee within the bargaining unit who is able to perform such work and meets the qualifications of the classification/position.

When employees are called for emergencies, and they don't answer their phones, a message must be left stating that the overtime opportunity was missed.

3.2.2

Scheduled Overtime – Scheduled overtime is defined as a pre-planned event or project that occurs outside of the normal work schedule (i.e., Strawberry Festival, Healthy Communities, paving projects, etc.).

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Scheduled Overtime needs, and the work is normally performed by the division, the Employer shall post the overtime at the division’s location (normal posting location) and shall fill the overtime needs with employees within the division as follows:

The Employer shall first assign the overtime to:

- 1) Qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.
- 2) When insufficient employees are available within a department or division the Employer shall prepare and post a notice on the employee bulletin board at the main buildings of the Employer (all Employer buildings) for the solicitation of volunteers. Each posting shall be accompanied by a sign-up sheet to be filled in by employees volunteering for the overtime.
- 3) Once an employee signs the list they must remain available to perform the work until such work is assigned, except for verifiable illness or injury of the employee or an immediate family member (as determined in Article 8.1[e]) that incapacitates the employee from performing the work they requested.

3.2.3 Unscheduled Overtime (non-emergency) – Unscheduled overtime is defined as work or projects that are completed based on weather conditions, availability of equipment or other variables or business needs.

Volunteers Within Division – When sufficient employees are available within a division and by classification to accommodate Unscheduled Overtime needs, and the work is normally performed by the division, the Employer shall fill the overtime needs with employees within the division as follows:

- 1) The Employer shall first assign the overtime to qualified volunteers from within the division and classification willing to work the overtime, from senior to junior. The opinion of the Employer shall not be arbitrary or capricious.
- 2) Employees who volunteer or are offered to work overtime who report to work and who demonstrate to the Employer an unwillingness to perform the assigned work shall be released from the assignment, and prohibited from signing up for overtime for a period of forty-five (45) calendar days from the date of the unwillingness to perform assigned work.

3.2.3.1 When it becomes evident during the work day that overtime will be necessary to complete a job, those employees who have been performing the work during the regular shift are encouraged to remain on the job to complete the work. If the employee(s) do not volunteer to remain on the job, the Employer may compel qualified employees(s), in inverse Teamsters seniority order, unless the employee has a pre-scheduled appointment or obligation.

3.2.4 If insufficient qualified and able volunteers are available to meet the needs of the Employer then the overtime shall be compelled from first:

- 1) The employees working in the classification of the overtime, from junior to senior, based on length of service in the classification.

- 3.2.5 For purposes of Section 3.2.1, in determining which employee performs work within a classification, the determination shall be based upon which employee performs the function or operates the equipment as a normal and routine part of their day-to-day assignments. Where one (1) or more "departments" perform a function or operate equipment as a routine part of their work, the "departments" shall be considered to be one (1) department and employee hire dates shall be amalgamated for assigning overtime.
- 3.2.6 Employees required by the Employer to work more than two (2) hours beyond the end of their shift, when such extended work has not previously been scheduled, shall be provided a meal or reimbursed for the cost of a meal up to twenty dollars (\$20.00) with receipt, in addition to overtime.
- 3.3 Rest Periods - Employees shall receive a fifteen (15) minute rest period on the Employer's time for each four (4) hours, or major portion thereof, of their working time.
- 3.4 Meal Periods - Employees shall receive not less than a thirty (30) minute nor more than a one (1) hour meal period which shall be on the employee's own time and which shall commence no fewer than three (3) hours nor more than five (5) hours from the beginning of the work shift.
- 3.5 Callback - An employee who has left work and is called back to work after completion of their regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times their regular straight-time hourly rate of pay. Should an employee's regular shift start fewer than three (3) hours from the time they started work on the callback, they shall receive one and one-half (1-1/2) times their regular straight-time hourly rate of pay only for such time as occurs before their regular shift. If the employee is called back within three (3) hours of their regularly scheduled start time, with mutual consent between the Employer and the employee the employee may be released from work upon completion of eight (8) hours of work. In such an event, overtime shall not be paid for those hours worked prior to the employee's regularly scheduled start time.
- 3.5.1 Alarm System Callback - Alarm callbacks shall be the work of the bargaining unit. An employee called back for an alarm shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay.
- 3.5.2 SCADA Alarm Callback – Standby employees who check and make adjustments to operational settings proactively on the SCADA system from the Standby laptop, or other device provided, shall receive one (1) hour at one and seven-tenths (1.7) times their regular rate of pay. If called by SCADA (emergency), Standby employees shall receive the standard callback (see Section 3.5) at one and seven-tenths (1.7) times their regular rate of pay.
- Response to communication failures via the SCADA system is typically done by the SCADA/Telemetry Administrator and, therefore, is not the sole work of the bargaining unit.
- 3.6 Standby Duty – Effective January 1, 2023, employees who are assigned to Standby Duty shall receive three dollars and fifty cents (\$3.50) for each hour of Standby Duty or portion thereof. Such compensation shall be in addition to and exclusive of any other compensation required by this Agreement. The provisions of Section 3.5 shall not apply when an employee on Standby is called back to work before the end of normal City Hall business hours. In such event, the employee shall be paid at the overtime rate for the time from the end of the employee's regular work shift through the completion of the task(s) the employee was called out to perform.

3.6.1 Effective January 1, 2023, actual overtime hours worked during Standby Duty shall be paid at one and seven-tenths (1.7) of the employee's regular straight-time hourly rate of pay.

3.6.2 Standby Duty Compensatory Time - In lieu of paid overtime (pursuant to Section 3.6.1), compensatory time off may be earned at the request of the employee and approval of the Supervisor and shall be earned at the rate of one and seven-tenths (1.7) times the actual time worked. Such compensatory time shall not exceed forty (40) hours annually and must be used or paid out by December 31st in any calendar year. Compensatory time earned under this Section shall be subject to Section 3.2 and will count toward the total two hundred forty (240) hour cap for annual compensatory time.

ARTICLE 4 TRIAL PERIOD, LAYOFF, RECALL AND JOB VACANCIES

4.1 Trial Period - A new employee shall be subject to a six (6) month initial trial (probationary) period commencing with the most recent date of hire in a bargaining-unit position. The initial trial period may be extended in writing up to an additional six (6) months upon mutual agreement between the Employer and the employee, with a copy to the Union. An employee is not eligible to sign up for emergency unscheduled overtime during the initial trial period. During the initial trial period the employee shall be considered on trial and subject to discharge at the sole discretion of the Employer. Discharge during the initial trial period shall not be subject to the grievance procedure. The Employer may not discharge nor discipline for the purpose of discriminating against an employee because of lawful Union activity. No employee shall serve a trial period except as provided in this Agreement while employed in a position within the bargaining unit. Employees who have been accepted into a position (in initial employment) within the preceding twelve (12) months shall not be considered for openings until they have held a position for at least twelve (12) months. This provision may be waived by the Chief Administrative Officer whenever it is in the interest of the Employer.

4.2 Length of Service - In layoff, recall, and filling permanent job vacancies, the Employer shall give consideration to an employee's length of continuous service within the Teamster bargaining unit and their ability to perform the duties required in the job. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations.

4.3 Layoff - When the Employer becomes aware that a layoff may be necessary, it will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the Employer will meet to review the issues and process as defined below before issuing notices.

The Employer will notify the bargaining unit in writing (posting) of an impact and ask for volunteers for layoff. If there is an insufficient number of volunteers within fourteen (14) calendar days of the posting, the layoff process will apply.

The employee with the least seniority (seniority shall be defined as the most recent date of hire within the Teamster bargaining unit) within the classification shall be laid off first.

4.4 Bumping - The Employer agrees that when contemplating potential layoffs, it shall meet with each affected employee to review the employee's seniority date and discuss the employee's skills and abilities in an effort to determine appropriate placement via the bumping process.

The Employer shall consider the employee's qualifications related to knowledge, skills, abilities, experience, education/training, licenses/certifications and seniority regarding bumping and the Employer's judgment shall be reasonably exercised.

In the event of a layoff:

1) The Employer shall lay off the least senior employee by classification.

2) The laid-off employee may bump the least senior employee within the same pay grade within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the classification, as specified by the job description. In the event the employee does not meet the qualifications of the classification held by the least senior employee within the pay grade, the bumping right will continue in order of seniority through all less senior employees within the pay grade, subject to determining whether the employee meets the qualifications of the classification.

3) If no opportunity exists in sub-paragraph 2 (above), then the employee may bump the least senior employee in the next lowest pay grade, provided the bumping employee has more seniority and meets the qualifications of the classification. In the event the employee does not meet the qualifications of the classification held by the least senior employee within the pay grade, the bumping right will continue in order of seniority through all less senior employees within the pay grade or a lower pay grade, subject to determining when the employee meets the qualifications of the classification.

4) A bargaining-unit employee who has "bumped" into a new position in a lower pay grade as a result of this process will maintain their prior rate of pay as long as all certifications required for their prior classification are maintained. The employee will maintain their prior anniversary date and be eligible for step increases on that date. In the event their current rate of pay exceeds the top step of the lower pay grade, the employee's pay will be frozen until the pay level of the lower classification exceeds their current rate of pay. In the event of a position opening, the Employer may place the affected employee in the prior position that they held based on seniority.

5) A bargaining-unit employee who has "bumped" into a new position as a result of this process shall be in an orientation period and shall be subject to written performance evaluations throughout a four (4) month orientation period. The employee must be able to perform the work with a reasonable amount of training prior to the completion of the orientation period. At the completion of the orientation period, the employee will resume the normal evaluation process.

6) For the purpose of bumping into the Municipal Court, an employee may bump if they meet the qualifications for the job and the needs of the Court and the Judge, pursuant to General Rule 29.

4.5 Recall - In the case of recall, those employees with the longest length of continuous service shall be recalled first, provided they can perform the duties required in the classification affected. An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where they can be contacted.

When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.

The Employer has no obligation to recall an employee after they have been on continuous layoff for a period of one (1) year. Also, when recalled, if an employee does not return to work after five (5) working days, the Employer shall have no further obligation to recall the employee.

4.6 Job Vacancies – Before the Employer awards a position to an applicant from outside the bargaining unit, a representative from the Employer, upon request from an employee in the bargaining unit, shall meet with a representative from the Union to show the applicant has substantially better qualifications and abilities. When a regular or separately funded job vacancy occurs, notice shall be posted on the bulletin board at each work site for five (5) working days (City Hall, Public Works Building, Parks Office and Police Office). Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by the posting. Bargaining-unit employees shall be given first consideration for filling the position if they apply for the position during the five (5) working-day posting period unless applicants from outside the bargaining unit have substantially better qualifications and ability. Employee selection shall be based upon length of service with the Employer and ability to perform the duties of the job. Job vacancies not filled from within the bargaining unit shall be filled at the Employer's discretion. Employee(s) who have completed one (1) year of employment and who transfer to a different classification through promotion or otherwise shall serve a four (4) month orientation period at the beginning of the new assignment, during which time the Employer may return the employee to their prior job. The employee has the right to return to their previous position during the four (4) month orientation period.

4.6.1 The Employer may post job vacancies within the City as provided in Section 4.6, and at the same time advertise the openings through other means.

4.7 Employees hired pursuant to special or limited funding for identified projects of definite (although extended) duration shall have separate classification seniority applicable only in that classification for purposes of Sections 4.3 and 4.4.

4.8 An employee's seniority shall be broken so that no prior record of employment shall be counted and their seniority shall cease upon:

- 1) Justifiable discharge;
- 2) Voluntary quit;
- 3) Retirement;
- 4) Layoff exceeding twelve (12) months;
- 5) After twelve (12) months of absence due to a non-occupational injury or illness, or
- 6) After twelve (12) months of absence due to occupational injury or illness.

ARTICLE 5 WAGES

5.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay set forth within Appendix A, which by this reference is incorporated herein as if set forth in full.

ARTICLE 6 HOLIDAYS

6.1 Employees shall be granted the following holidays and such other days as the City Council may see fit without a reduction in pay:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th

Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	4th Friday in November
Christmas Day	December 25 th
(Floating Holiday – see Article 7.1)	

In order to provide retroactive compensation for the Juneteenth holiday of 2023, the Employer agrees that on a one-time basis it will grant an additional eight (8) hour Floating Holiday to bargaining-unit employees who are actively on the payroll effective the date of execution of this Agreement by the Union and the Employer. This one-time additional Floating Holiday must be used by each employee between January 1, 2024 and December 31, 2024. Any employee who fails to use this additional Floating Holiday by December 31, 2024 shall forfeit the additional Floating Holiday.

6.2 Effective January 1, 2023, should any work be performed by an employee on a holiday, they shall be paid at the overtime rate for such work. No employee shall be called on a holiday for fewer than four (4) hours.

6.3 The dates set forth within Section 6.1 represent the specific dates on which a holiday shall be observed. Should the dates for any such holiday be changed by the Legislature or the Governor of the State of Washington, the holiday shall be observed on the date established by the change and not the date set forth within Section 6.1.

6.4 Regular part-time employees who work twenty (20) hours or more per week shall receive holiday pay on a pro rata basis, based on their normal work schedule.

6.5 Holiday Bank for the Police Department
 A holiday leave bank shall be established for employees working mandatory alternative schedules. Effective January 1, 2024, this bank shall consist of a total of eighty-eight (88) holiday hours during each calendar year. Part-time employees shall receive a pro-rated number of hours based upon their regularly scheduled work week. These hours shall be placed in a holiday bank for each employee on January 1st of each year.

Employees who fall under the provision of this Section must be in a paid status on the work day before and the work day after the observed holiday to use holiday bank hours. If an employee is not in a paid status on the work day before and the work day after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from their holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall subtract hours from their holiday bank, provided that, the hours subtracted do not exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours subtracted equal to the amount of hours earned for that holiday. If additional time is required to equal the hourly amount of the employee's regular full shift, the employee may opt to supplement holiday bank hours with accrued vacation, compensatory time or unpaid leave of absence.

Employees working less than a full calendar year will have their holiday bank credited hours equivalent to the amount (or, if appropriate, the pro-rated equivalent amount) of holiday hours remaining in the work year.

Holiday hours not used by the completion of the calendar year shall be lost to the employee.

Employees who separate employment during the calendar year will be paid eight (8) hours (or, if appropriate, the pro-rated equivalent amount) for each holiday occurring prior to the date of separation, minus all holiday hours already subtracted from the holiday bank. If an employee has a debit in their holiday bank of more than eight (8) hours equivalent (or, if appropriate, the pro-rated equivalent amount) for each holiday that has occurred prior to that date of separation, the appropriate hourly equivalent shall be deducted from the employee's final paycheck.

ARTICLE 7 VACATIONS

7.1 Employees shall accrue vacation leave in accordance with the following schedule, inclusive of the floating holiday:

Years of Employment	Hours Accrued Per Month	Total Days Accrued During Anniversary Year
1st through 2 nd	7.33	11
3 rd through 5 th	8.67	13
6 th	10.67	16
7 th through 8 th	11.34	17
9 th through 10 th	12.67	19
11 th	14.00	21
12 th through 13 th	14.67	22
14 th through 15 th	15.33	23
16 th through 17 th	16.00	24
18 th through 19 th	16.67	25
20 th and more	17.33	26

7.1.1 The vacation schedule set forth herein shall be used in determination of vacation leave accrual for each employee commencing with their anniversary date of employment.

7.2 Each employee shall be entitled to carry over a maximum of two (2) years' vacation at their applicable annual rate into any calendar year. When the maximum vacation accrual has been reached and the employee has excess accrual above the maximum, at no fault of the employee, the employee shall be allowed to carry over the excess to be used within the first six (6) months of the next calendar year.

7.3 Vacation Cash-out Upon Retirement - No employee shall receive compensation for unused vacation leave greater than four hundred eighty (480) hours at the time of retirement. Leave of up to two hundred forty (240) hours shall be paid as regular wages at the employee's regular straight-time hourly rate. Effective upon execution of this Agreement by the Union and the Employer, and upon establishment of a Health Reimbursement Arrangement, leave in excess of two hundred forty (240) hours shall be deposited into the Health Reimbursement Arrangement plan, up to the maximum of four hundred eighty (480) hours. Leave in excess of four hundred eighty (480) hours shall be taken prior to retirement or be forfeited.

7.4 Vacation leave shall not accrue during any leave without pay, but such leave shall not be considered an interruption of consecutive years of employment for the purpose of determining entitlement to additional vacation days under the schedule in Section 7.1.

7.5 In the event a holiday falls within the employee's vacation period, it shall not be counted as a day of vacation.

- 7.6 Earned vacation leave may be taken at any time during a period of extended sickness after exhaustion of accrued sick leave. When an employee has exhausted their sick leave balance during the course of an absence due to illness or injury, the employee may use accrued vacation leave for the balance of the absence, subject to certification of the condition by the employee's health care provider. Employees without sick leave as a result of an extended illness may be permitted by the Employer the use of vacation for sick days on a case-by-case basis.
- 7.7 New employees, upon being appointed to full-time employment, shall accrue vacation leave in accordance with these provisions; provided however, such employee who leaves the Employer's service prior to completion of six (6) months shall not be compensated for any accrued vacation time.
- 7.8 An employee who fails to provide a two (2) week advance notification of intent to resign shall forfeit their rights to earned vacation. The two (2) week notice may be waived by the Chief Administrative Officer in situations that would make such notice by the employee impossible.
- 7.9 Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department. The Employer will notify the employee in writing within five (5) days of receipt of the vacation request.
- 7.10 Vacation Waiver - Employees who have given notice to the Employer's Human Resources Department of the intention to retire from the City of Marysville may waive the accrual of vacation during their final five (5) years of employment with the Employer, in whole or in part, and upon such waiver, the Employer shall calculate the annual value of the waived vacation, divide the amount by two thousand eighty (2,080) and this result shall be added to the employee's hourly/monthly compensation. Employees may make a waiver election only during December for the following calendar year.
- 7.11 Regular part-time employees who work twenty (20) hours or more per week shall receive vacation benefits on a pro rata basis. For example, if a regular part-time employee normally works twenty (20) hours per week and the department's normal work week is forty (40) hours, the employee shall receive 20/40ths, or fifty percent (50%), of the hourly accrual received by a full-time employee.
- 7.12 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%) to the employee's estate.

ARTICLE 8 LEAVES

- 8.1 Sick Leave – Each employee shall be entitled to receive accident or sick leave of one (1) day for each month of employment. Each employee may accumulate an unlimited amount of sick leave during the calendar year, but may carry over only up to a maximum of one thousand four hundred forty (1,440) hours of accident or sick leave per calendar year, with any amounts exceeding one thousand four hundred forty (1,440) hours on December 31st deemed forfeited. An employee who is unable to work for the reasons listed below shall be entitled to full salary for each hour of missed work up to the total number of accumulated hours of accident or sick leave:

- (a) An absence resulting from an employee's own mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or an employee's need for preventive medical care;
- (b) To allow the employee to provide care for a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care or treatment for a mental or physical illness, injury or health condition; or care for a family member who needs preventive medical care;
- (c) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, and;
- (d) When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76;
- (e) Solely for purposes of defining authorized sick leave usage under Section 8.1, "family member" shall include the following: (a) a child, including a biological, adopted or foster child, step-child or a child to whom the employee stands in *loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto or foster parent, step-parent or legal guardian of an employee or an employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.
- (f) Employees in their probationary period shall accrue one (1) day of sick leave for each month of employment. Employees shall be eligible to use sick leave after the completion of ninety (90) days of employment.

8.1.1 Prior to and within two (2) years of the employee's retirement from the City of Marysville, an employee shall be allowed to convert unused sick leave to vacation days. Such conversion shall be one (1) day of vacation for each four (4) days of unused sick leave earned but not used in excess of sixty (60) days. Such leave shall be taken prior to retirement and shall not, in any case, be paid on a cash basis.

8.1.2 The certificate of a physician and/or a written report concerning the need for sick leave may be required by the Employer, and, if so required, shall be supplied by the employee in order to qualify for sick leave with pay. Such medical verification may be requested by the Employer after an employee has been absent for more than three (3) scheduled work days. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. An employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington State law, that cannot be adequately mitigated by the Employer. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured or need to use sick leave for one of the reasons stated in Article 8.1. This condition may be met by leaving a message with the immediate supervisor or lead person (unless circumstances make such notification impossible) each day they are sick or injured to remain eligible for sick leave payments. If the employee is unable to provide notice prior to the commencement of their regular work period, then the employee should provide notice as soon as reasonably possible thereafter. If necessary, the employee may designate another person (e.g., family member, friend, co-worker) to provide notice on their behalf.

8.1.2.1 Washington State Paid Family Medical Leave (PFML) – Eligible employees are covered by Washington's PFML program, RCW 50A.04. Eligibility for leave and benefits, which began January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. Employees will pay the appropriate premium as determined under RCW 50A.04.115. The Employer shall pay any

remaining portion of the premium as required by law. Employees who are approved by the State for a benefit under PFML will be permitted to use their accrued leave balance as a "Supplemental Benefit" to bring them to full base pay, in accordance with provisions outlined by the State.

- 8.1.3 In the event of an industrial accident an employee shall be eligible for salary continuation which shall be computed at the difference between the State Industrial Insurance compensation and the employee's actual salary for the period of their actual receipt of the State Industrial Insurance compensation, up to a maximum of six (6) months. The six (6) months shall include accumulated accident or sick leave under Section 8.1.
- 8.1.3.1 Light Duty – The Employer agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and Employer policy regarding light duty. Both parties agree that the Employer policy, as defined in this Section, relates to the policy in place at the time of ratification.
- 8.1.4 Upon retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of forty-five (45) days by converting to cash the surplus on the basis of one (1) day for four (4) sick leave days (eight [8] hours) for the purpose of extending Article 9 (Health and Welfare) coverage.
- 8.2 Bereavement Leave - If an employee covered by this Agreement suffers a death in the "immediate family," such employee shall be allowed up to three (3) days' pay to attend the funeral. Leave shall be granted to the employee by the Employer with the approval of their Supervisor. If travel is required with the distance greater than one hundred eighty (180) miles (one way), an additional two (2) paid days off shall be allowed to attend the funeral. "Immediate family" shall be defined as a spouse; domestic partner; children, step-children and children-in-law; parents, current step-parents and parents-in-law; siblings and siblings-in-law, and grandparents and grandchildren. Bereavement leave may be approved by the Chief Administrative Officer beyond the allotted days. For any days beyond the three (3) original days, the employee may use compensatory time or vacation leave.
- 8.3 Jury Leave – Employees have a civil obligation to serve on a jury if called. During jury duty or while appearing as a legally required witness in response to a subpoena or other directive, employees shall be allowed authorized leave and will receive full pay from the Employer. Jury duty, witness fees and other Court payments, except those for travel expenses, must be turned over to the Employer. Employees released from jury service when two (2) hours of their shift remain shall promptly contact their supervisor and report in if instructed. Employees scheduled to work on shifts other than day shifts shall be considered to be on day shift for the duration of jury duty.
- 8.4 Leave of Absence - A leave of absence may be granted to an employee upon approval by the Chief Administrative Officer, preserving seniority status. Seniority shall not accrue during any such leave of absence in excess of thirty (30) calendar days.
- 8.5 Benefits For Regular Part-Time Employees - Regular part-time employees who work twenty (20) hours or more per week shall receive sick leave, bereavement leave and jury leave pay on a pro rata basis, predicated on the average daily hours worked in the payroll month the leave commences.
- 8.6 Family and Medical Leave - Notwithstanding any provisions to the contrary that may be contained elsewhere within this Agreement, employees shall be eligible for family medical leave in accordance with Federal law (FMLA), State leave laws and Employer Policy. For additional information, refer to the FMLA posting found on the Employer bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the Employer's website. Employees shall be entitled to up to twelve (12) weeks of job-protected leave during a rolling twelve (12) month period.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical Insurance – The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee coverage and ninety percent (90%) of the premium necessary for the purchase of dependent coverage under the Employer's current health plans. The Employer agrees to bargain the impact of any plan changes with the Union.

9.1.1 The Employer and the Union will establish a Health Reimbursement Arrangement/Voluntary Employees Benefit Association plan (HRA/VEBA) that will be funded to pay or reimburse eligible out-of-pocket health-care costs and premiums for the employees, their spouses and qualified dependents. This HRA/VEBA will allow funding through Article 7.3 vacation cash-outs and mandatory deductions from employees' wages. Rules regarding qualified contributions to the plan shall be as outlined by the chosen provider for this plan and the applicable Internal Revenue Service regulations. In no instance will an HRA/VEBA contribution be permitted that triggers actual tax liability under the "Cadillac tax" of the Affordable Care Act. The Employer will remit the amount deducted to the qualified HRA/VEBA plan on behalf of each employee. Each eligible employee is required to participate in this program and deduct the amount agreed upon each year by a vote of Union members.

9.2 If an employee chooses not to cover their dependents under the medical plans, the Employer will reimburse the employee fifty percent (50%) of the Employer's cost pursuant to the Employer's "Dual Coverage Medical Insurance Incentive Program Policy," provided the employee provides annual proof that their dependents have coverage through another employer's group health plan.

Example: Dependent Coverage: $\$385.75 \times 50\% = \192.88 - Spouse

$\$179.20 \times 50\% = \$ 89.60$ - First Dependent

$\$154.70 \times 50\% = \$ 77.35$ - Second Dependent

9.3 The parties agree to discuss Employer/employee health and welfare contributions as a part of the negotiation process for a successor Agreement.

9.4 Dental Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent current dental coverage. The parties will explore in Labor-Management Committee whether there are alternative plans that may provide better coverage.

9.5 Vision Insurance - The Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of employee and dependent coverage under the Vision Service Plan.

9.6 Benefits for Regular Part-Time Employees - The Employer shall pay each month one hundred percent (100%) of the premiums necessary for the purchase of employee-only medical and dental coverage for regular part-time employees who work twenty (20) hours or more per week.

9.7 Industrial Insurance - The Employer shall pay for all employees one hundred percent (100%) of the premium necessary for the purchase of employee coverage under the Washington State Industrial Insurance Accident Fund, and fifty percent (50%) of the premiums necessary for the purchase of employee coverage under the Washington State Industrial Insurance Medical Aid Fund and Supplemental Pension Fund.

9.8 Changes to Insurance Coverage – During the term of this Agreement, the Employer has the discretion to move from fully-insured to self-insured coverage, or vice versa, provided employee benefit levels are not substantially altered. Should the Employer make such a change, it will notify the Union and agrees to bargain any impacts on employee insurance benefits.

ARTICLE 10 PENSION

10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the

determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

10.3 Probationary Employees – For regular employees working in the Parks and Public Works Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.

10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.

No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.

10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours, not to exceed an annual number of two thousand eighty (2,080) hours as set forth in Section 10.1.

10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

ARTICLE 11 MISCELLANEOUS

11.1 Uniforms - When the Employer requires uniforms, employees shall wear the Employer-furnished uniforms. New employees shall be provided uniforms within thirty (30) days of their start date.

11.1.1 The Employer will provide Police Department Clerical employees with the appropriate uniform as follows:

Pants*	3 pairs
Shirts**	4 each
Coat (Evidence Technician only)*	1 each
Belt*	1 each
Fleece Jacket*	1 each
*After initial issue, items will be replaced when worn out.	
**At the employees' option, one (1) work shirt may be substituted with one (1) work polo-style shirt, as approved by Police management.	

In addition, Clerical employees shall receive an annual shoe allowance of seventy-five dollars (\$75.00). Evidence Technicians shall receive an annual boot/shoe allowance of one hundred eighty dollars (\$180.00).

The Police Department Clerical and Evidence Technician employees shall be entitled to the same laundry service as other Police Department employees.

11.2 Boot Allowance - The Employer shall pay for the following amounts annually:

On an annual basis effective January 1 of each year, each eligible employee will be issued a purchase order (PO) for the purchase of work boots of up to two hundred dollars (\$200). Effective upon the execution of this Agreement by the Union and the Employer, the annual safety boot/shoe allowance shall increase to two hundred fifty dollars (\$250.00). Eligible Custodian employees will receive up to one hundred eighty dollars (\$180.00) for a safety boot/shoe allowance. The Employer shall replace any work boots which were ruined in the performance of duty. If a replacement pair of boots is purchased by the Employer between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 of the following year. The employee may be required to turn in worn work boots to the Employer when replaced. Eligible new hires shall be provided a PO for the purchase of work boots no later than one (1) week after date of hire. Should an employee be hired between November 1 and December 31, the employee is not eligible for the annual boot PO on January 1 the following year.

11.2.1 The Employer shall provide employees with required uniforms and equipment to be used in performance of Employer duties, as stated in the following sections.

11.2.2 The Employer shall provide each new Parks and Recreation employee with the required uniform and equipment as follows:

Safety Boots* (as provided in Section 11.2)	
Pants (denim)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirt*	3 each (Self Serviced)
Shorts (denim)**	3 pair (Self Serviced)
Light Jacket*	
Heavy Jacket*	1 each
Hat*	1 each
Fleece Skull cap*	1 each
Coveralls*	1 winter
Gloves*	as needed
Rain Gear*	1 set
Rubber Boots*	
Mechanic Coveralls*	7 (Laundry service)
*Replaced when worn out.	
**Denim shorts shall be provided only for Maintenance Workers when performing their specific jobs and shall be worn only with supervisory approval.	
***Three (3) pairs of pants issued annually and then replaced when worn out.	

11.2.3

The Employer shall provide each new Public Works employee with the required uniform and equipment as follows:

	Public Works	Mechanics
Safety Boots* (as provided in Section 11.2)		
Pants (denim)***	3 pairs	11 (Laundry)
Shirts*		11 (Laundry)
Tee Shirts*	5 each (Self Serviced)	0
Sweat Shirt*	5 each (Self Serviced)	0
Shorts (denim)**	3 pair (Self Serviced)	0
Light Jacket*		3 (Laundry)
Heavy Jacket*	1 each	1 each
Hat*	1 each	1 each
Fleece Skull Cap*	1 each	1 each
Coveralls*	0	7 (Laundry)
Gloves	as needed	as required
Rain Gear*	1 set	1 set
Rubber Boots*		
*Replaced when worn out.		
**Denim shorts shall be provided only for Meter Readers, Solid Waste Collectors and Building Maintenance Workers and shall be worn only when performing their specific job duties.		
***Three (3) pairs of pants issued annually and then replaced when worn out.		

11.2.4

The Employer shall provide each new Custodian (janitorial) employee with the required uniform and equipment as follows:

Safety Shoes/Boots* (as provided in Section 11.2)	
Pants (denim/durable material)***	3 pairs
Tee Shirts*	5 each (Self Serviced)
Sweat Shirts*	3 each (Self Serviced)
Shorts (denim)**	
Light Jacket*	
Hat*	1 each
Fleece Skull Cap*	1 each
Rubber Boots*	
*Replaced when worn out.	
**Denim shorts shall be provided for Custodian workers when performing their specific jobs and shall be worn only with supervisory approval.	
***Three (3) pairs of pants issued annually and then replaced when worn out.	

- 11.3 Maintenance of Standards - Terms or conditions of employment shall be maintained at not less than the highest standards contained in Ordinances which were effective on the date that this Agreement became effective. Provided however, this Section does not preclude the adoption of new ordinances after good-faith bargaining with the Union. No employee shall suffer a reduction in wages solely as a result of this Agreement.
- 11.4 Education Reimbursement - Employees shall request in writing and provide necessary information as required by the Employer for consideration of prior approval for all courses and seminars. Such requests shall be submitted on forms supplied by the Employer and shall require the approval of the Human Resources Manager. All courses and seminars shall be subject to approval by the Department Head or the Chief Administrative Officer. Payment or reimbursement shall only be made upon successful completion of the course. If work time is used as course time, vacation leave will be debited for unsuccessful course completion.
- 11.5 Chief Administrative Officer - Acts of this Agreement required of the Mayor or Chief Administrative Officer may be accomplished by persons to whom the Mayor or Chief Administrative Officer has delegated such authority to act.
- 11.6 Compliance - No violation of this Agreement shall be found when a grievance arises as a result of the Employer's compliance with the Fair Labor Standards Act (FLSA).
- 11.7 Labor Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss. This Committee shall not replace operational safety and staff meetings. An additional function of the Joint Labor-Management Conference Committee or another committee of Teamsters 763 bargaining-unit employees shall be to participate in discussions regarding employee benefits and ways that benefits can be improved or cost savings can be found.
- 11.8 Cross Training – The Employer and the Union agree to work on a cross training policy during the life of the Collective Bargaining Agreement.
- 11.9 Technology/GPS – The Employer and the Union agree to bargain a Memorandum of Understanding related to the use of technology and/or GPS as related to employee discipline and performance evaluations within a reasonable time frame following execution of this Agreement by the Union and the Employer.
- 11.10 Commercial Driver's License (CDL) Training – The Employer and Union agree to work on a CDL training policy during the life of this Agreement.
- 11.11 Route Bidding (Sanitation Department) – The Employer agrees that Solid Waste drivers will be allowed at least annually to bid in seniority order on their garbage routes. Routes shall be established by management. Management maintains the ability to reassign routes based on vacancies, leave situations, training purposes and performance. The Employer agrees to put any performance-related route reassignment in writing to the employee, with an opportunity for the employee to correct the performance issue.

ARTICLE 12 NO STRIKE PROVISION

12.1 Nothing contained in this Agreement shall permit or be construed to grant an employee or group of employees the right to strike or refuse to perform their prescribed duties.

ARTICLE 13 EMPLOYER RIGHTS

13.1 The Employer has and shall retain the exclusive right to manage and direct the performance of the Employer's services and the work force performing such service.

13.2 The Employer has and shall retain the exclusive right to determine issues of and to determine the merits, necessity or organization of any service or activity conducted by the Employer.

13.3 The Employer has and shall retain the exclusive right to determine and change the facilities, methods, means and personnel by which the Employer's operations are to be conducted; to expand or diminish services and programs; to determine and change the number of locations, relocations and types of operations and the processes and materials to be employed.

13.4 The Employer has and shall retain the exclusive right to determine the size and composition of the work force; to assign work to all of its employees in accordance with requirements as determined by the Employer, and to establish work assignments and to set work schedules in the best interests of the Employer.

13.5 The Employer has and shall retain the exclusive right to relieve employees from duty because of lack of work or other non-disciplinary reasons; to discharge, suspend, or otherwise discipline employees for proper cause; to determine position classifications; to hire, transfer, promote and demote its employees for non-disciplinary reasons; to determine policies, procedures and standards for retention, selection, training and promotion of employees; to establish performance standards; to maintain the efficiency and effectiveness of governmental operations; to take any and all necessary actions to carry out its missions in emergencies; to exercise control and discretion over its services and to maintain the economy desirable for the performance of the Employer's services.

13.6 Employee duties connected with Employer operations are not necessarily specified in the job description and job descriptions shall not limit the Employer's right to assign such duties as the needs of the Employer may require.

13.7 Emergency work requiring a quick response for work of short duration may be accomplished by appropriately skilled and responsible employees of the Employer. Projects requiring other than emergency response, or of only a limited period of time to remedy, shall be accomplished by personnel normally utilized for such purposes, unless economy and efficiency indicate the need for an alternate solution.

13.8 If requested by either party, renegotiation of an applicable Article during the term of this Agreement shall result if Federal/State legislation mandates implementation of new policies regarding specific issues covered by this Agreement. The effective date of such a renegotiated Article shall be the date on which the parties agree to the revised Article.

ARTICLE 14 DISCIPLINE AND DISCHARGE

14.1 The Employer without just cause shall not discipline an employee who has completed the trial period. Disciplinary actions shall include written warning, suspension, demotion or discharge. The Employer shall recognize the principle of progressive discipline in the administration of employee discipline.

- 14.2 Disciplinary action must be taken within thirty (30) calendar days of the Employer's completion of its investigation of the incident which is the basis for the disciplinary action. The Employer must provide a general notice to the Union and affected employees upon commencement of any investigation (except criminal) reasonably likely to lead to discipline.
- 14.2.1 The period of any investigation shall not exceed forty-five (45) days unless the Employer shall have provided notice to the Union of an "Extended Investigation;" a confidential review of the progress to date and a date certain for completion of the investigation. The forty-five (45) day investigation period shall begin at such time as the Employer has a basis for commencing an investigation of the alleged misconduct of the employee. Should the Union give notice of objection to an "Extended Investigation" at the time of notice from the Employer, such notice shall reserve to the Union all arguments regarding timeliness of the Employer's action in the event of a subsequent grievance under Article 15, Grievance Procedure.
- 14.3 Written warnings shall not remain in effect for purposes for progressive discipline for a period of more than twelve (12) months from the date of the notice. Any disciplinary action above a written warning shall not remain in effect for purposes of progressive discipline for a period of more than twenty-four (24) months from the date of the notice. A copy of any disciplinary action notices shall be sent to the Union at the time it is issued to the employee.

ARTICLE 15 GRIEVANCE PROCEDURE

- 15.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. Grievances shall be filed in writing at the Step at which there is authority to adjudicate such grievance within thirty (30) days (ten [10] days for discipline) of the alleged violation. If any such grievance arises it shall be processed in accordance with the following procedure.
- 15.1.1 Step 1 - A grievance shall first be presented informally by the affected employee and their shop steward (if the steward is requested to do so by the employee) to the employee's immediate non-unit supervisor. The immediate supervisor shall make every effort to resolve the grievance within fifteen (15) days. If the matter is not resolved to the satisfaction of the employee, it shall be the employee's responsibility to notify the Union in writing of the grievance before the thirty (30) day period expires (the preferred method is to have the shop steward fax the grievance to the Union). The Union shall notify Human Resources of the grievance within forty-five (45) days of the alleged violation or the matter shall be considered untimely and dead.
- 15.1.2 Step 2 – The written grievance shall set forth the facts and the remedy requested. The Division/Department Director shall convene a meeting within fifteen (15) days with the Union Representative and the employee. The Division/Department Director shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.3 Step 3 - If the grievance is not resolved at Step 2, the Union shall have the right to submit the grievance to the Chief Administrative Officer, who shall convene a meeting within fifteen (15) days with the Union Representative and Employer representatives, as deemed necessary by the Employer. The Chief Administrative Officer shall give a written response to the Union within fifteen (15) days after the grievance meeting.
- 15.1.4 Step 4 – If the matter is not resolved at Step 3, then upon mutual agreement the parties may submit the issue to non-binding mediation. The parties shall use a mediator provided by the Federal Mediation and Conciliation Service (FMCS) in Seattle, WA. The parties recognize that mediation is a voluntary process and that all discussions in mediation, if unsuccessful, shall be considered off the record for the purpose of arbitration and deemed not relevant. Should the parties reach a resolution from mediation, the resolution shall be reduced to writing, signed and considered final and binding.

- 15.1.5 Step 5 - If the grievance is not resolved at Step 4, or through the use of mediation, the Union shall have the right to submit the grievance to arbitration. The demand for arbitration shall be submitted to the Chief Administrative Officer within fifteen (15) days of receipt by the Union of the Step 4 response or fifteen (15) days after mediation was unsuccessfully attempted.
- 15.2 The Employer and the Union shall promptly after receipt of a demand for arbitration select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within three (3) working days after receipt of the demand for arbitration, the Union may request a list of eleven (11) arbitrators from FMCS or, by mutual agreement, the Public Employment Relations Commission (PERC). After receipt of the list, the parties shall alternately strike names of arbitrators until only one (1) name remains who, upon hearing the dispute, shall render a decision which shall be final and binding upon all parties.
- 15.2.1 The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 15.3 Nothing prevents an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.4 The expense of the arbitrator, the cost of any hearing room and the cost of a short-hand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.
- 15.5 The Union and Employer shall each have the privilege of making an opening statement, either oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard; to present evidence, both documentary and oral, including affidavits by their representative or by others; and afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practical, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The arbitrator may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as the parties may agree.
- 15.6 The foregoing time elements may be extended by mutual agreement of the parties.

ARTICLE 16 SAVINGS CLAUSE

- 16.1 It is the intention of the parties to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any provisions shall be declared invalid or inoperative by a court of final jurisdiction; provided however, any such findings shall have no effect whatsoever on the remainder of this Agreement. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement.

ARTICLE 17 EMPLOYER VEHICLES

- 17.1 The Employer shall provide Employer vehicles to court clerks and any other employees who in the performance of their job duties and responsibilities are required to travel to jails, hearings and courts outside of the City limits.

ARTICLE 18 EQUIPMENT, VEHICLES AND CONDITIONS

18.1 The Employer shall not require employees to take out on the streets or highways any vehicle, or use any type of equipment, that is not in a safe operating condition or equipped with the safety appliances prescribed by law.

18.1.2 The Employer will provide seasonal/temporary maintenance employees in Parks and Public Works with access to rain gear, rubber boots (including steel-toed rubber boots), and any other safety-required equipment, with the exception of steel-toed work boots, which employees must purchase on their own.

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, 2023, and shall remain in full force and effect through December 31, 2025 and shall remain in effect during the course of negotiations on a successor Agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By 

Chad Baker
Secretary-Treasurer

By 

Jon Nehring
Mayor

Date 11-21-23

Date 11/29/23

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)
January 01, 2023 through December 31, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2023, the Waste Water Treatment Plant (WWTP) Lead will receive a one and one-half percent (1.5%) pay premium for obtaining a WWTP Group III certification, which is a minimum job qualification. Payment of this premium shall be paid after the incumbent earns the certification. The parties agree that the 2016 WWTP MOU is rescinded.

A.2 The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

AT HIRE	YEAR 2	YEAR 3
\$21.00	\$22.00	\$23.00

Years are calculated from the original date of hire.

A.3 Effective January 01, 2023, the annual and hourly rates of pay shall be increased by a five and one-half percent (5.5%) COLA adjustment retroactive for all bargaining-unit employees actively on the payroll at the time of execution of this Agreement by the Union and the Employer, but including those employees who separated from the Employer by retirement since January 01, 2023.

Along with the wage increase in this Section, the scale structure changes. The former Step 1 has been deleted from the scale. The former Step 2 is now Step 1 and the scale goes from nine (9) to eight (8) Steps. In making this change, any employee currently on Step 1 of the former scale will move onto the new Step 1, retroactive to January 01, 2023. This does not alter an employee's anniversary date for the purposes of Step advancement. All other employees in former Steps 2 through 9 shall remain at the same rate of pay (which will be increased by five and one-half percent [5.5%]), but their former Steps shall be renumbered. Former Step 9, the Merit Step, is now Step 8; former Step 8 is now Step 7 and so on and so forth. The following constitutes the annual and hourly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
 TEAMSTERS PAY GRID
 January 01, 2023 with 5.5% COLA adjustment

2023 Classifications	2023 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
Custodian	U20	\$48,462	\$49,916	\$51,413	\$52,956	\$54,545	\$56,181	\$57,585	\$59,025	
Maintenance Assistant		\$23.30	\$24.00	\$24.72	\$25.46	\$26.22	\$27.01	\$27.69	\$28.38	
Customer Service Representative	U25	\$58,155	\$59,899	\$61,696	\$63,547	\$65,453	\$67,417	\$69,103	\$70,830	
Parks Maintenance Tech I		\$27.96	\$28.80	\$29.66	\$30.55	\$31.47	\$32.41	\$33.22	\$34.05	
Streets Maintenance Tech I										
Custodian Lead										
Accounting Tech – AP	U30	\$61,644	\$63,493	\$65,398	\$67,360	\$69,381	\$71,462	\$73,249	\$75,080	
Accounting Tech - Utility Billing		\$29.64	\$30.53	\$31.44	\$32.38	\$33.36	\$34.36	\$35.22	\$36.10	
CD Program Specialist										
Purchasing/Inventory Specialist										
PW Administrative Assistant										
Storm/Sewer Tech I										
Utility Locator										
Judicial Process Specialist	U35	\$66,575	\$68,573	\$70,630	\$72,749	\$74,931	\$77,179	\$79,109	\$81,086	
Meter Technician		\$32.01	\$32.97	\$33.96	\$34.98	\$36.02	\$37.11	\$38.03	\$38.98	
Parks Administrative Associate										
Parks Maintenance Tech II										
Police Public Disclosure Specialist										
Police Records Tech										
Solid Waste Tech II										
Streets Maintenance Tech II										
Storm/Sewer Tech II										
Traffic Maintenance Worker II										
Traffic Control Systems Tech										
Evidence Specialist		U40	\$70,570	\$72,687	\$74,868	\$77,114	\$79,427	\$81,810	\$83,855	\$85,951
Parks Administrative Specialist			\$33.93	\$34.95	\$35.99	\$37.07	\$38.19	\$39.33	\$40.31	\$41.32
Planning Administrative Specialist										
PW Administrative Specialist										
Police Administrative Specialist										
Senior Accounting Tech										
Senior Permit Tech										
WWTP Maintenance Tech I										
Cross Connection Control Specialist	U45	\$74,098	\$76,321	\$78,611	\$80,969	\$83,398	\$85,900	\$88,048	\$90,249	
Parks Maintenance Lead I		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39	
Police Records Tech Lead										
Streets Maintenance Lead I										
Storm/Sewer Lead I										
Water Operations Tech II										
Construction Tech II										
Water Quality Specialist										

2023 Classifications	2023 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Facilities Maintenance Journeyman	U50	\$79,285	\$81,664	\$84,114	\$86,637	\$89,236	\$91,913	\$94,211	\$96,566
Industrial Waste/Pretreatment Technician		\$38.12	\$39.26	\$40.44	\$41.65	\$42.90	\$44.19	\$45.29	\$46.43
Mechanic									
Parks Maintenance Lead II									
Streets Maintenance Tech Lead II									
Storm/Sewer Tech Lead II									
Solid Waste Lead II									
WWTP Operator									
Construction Lead I									
Water Operator									
WWTP Maintenance Tech II									
Mechanic Lead II	U55	\$84,835	\$87,380	\$90,002	\$92,702	\$95,483	\$98,347	\$100,806	\$103,326
Senior Traffic Control Systems Tech		\$40.79	\$42.01	\$43.27	\$44.57	\$45.91	\$47.28	\$48.46	\$49.68
Construction Lead II									
Water Operations Lead II									
Water Quality Lead									
WWTP Maintenance Lead									
WWTP Operations Lead									
Utility Electrician									

A.4 Effective January 01, 2024, the annual and hourly rates of pay shall be increased by a five percent (5%) COLA adjustment. The following constitutes the annual and hourly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 01, 2024 with 5% COLA adjustment

2024 Classifications	2024 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian	U20	\$50,885	\$52,412	\$53,984	\$55,604	\$57,272	\$58,990	\$60,464	\$61,976
Maintenance Assistant		\$24.46	\$25.20	\$25.95	\$26.73	\$27.53	\$28.36	\$29.07	\$29.80
Customer Service Representative	U25	\$61,063	\$62,894	\$64,781	\$66,724	\$68,726	\$70,788	\$72,558	\$74,372
Parks Maintenance Tech I		\$29.36	\$30.24	\$31.14	\$32.08	\$33.04	\$34.03	\$34.88	\$35.76
Streets Maintenance Tech I									
Custodian Lead									
Accounting Tech – AP	U30	\$64,726	\$66,668	\$68,668	\$70,728	\$72,850	\$75,035	\$76,911	\$78,834
Accounting Tech - Utility Billing		\$31.12	\$32.05	\$33.01	\$34.00	\$35.02	\$36.07	\$36.98	\$37.90
CD Program Specialist									
Purchasing/Inventory Specialist									
PW Administrative Assistant									
Storm/Sewer Tech I									
Utility Locator									

2024 Classifications	2024 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Judicial Process Specialist	U35	\$69,904	\$72,002	\$74,162	\$76,386	\$78,678	\$81,038	\$83,064	\$85,140
Meter Technician		\$33.61	\$34.62	\$35.65	\$36.72	\$37.83	\$38.96	\$39.93	\$40.93
Parks Administrative Associate									
Parks Maintenance Tech II									
Police Public Disclosure Specialist									
Police Records Tech									
Solid Waste Tech II									
Streets Maintenance Tech II									
Storm/Sewer Tech II									
Traffic Maintenance Worker II									
Traffic Control Systems Tech									
Evidence Specialist	U40	\$74,099	\$76,321	\$78,611	\$80,970	\$83,398	\$85,901	\$88,048	\$90,249
Parks Administrative Specialist		\$35.62	\$36.69	\$37.79	\$38.93	\$40.10	\$41.30	\$42.33	\$43.39
Planning Administrative Specialist									
PW Administrative Specialist									
Police Administrative Specialist									
Senior Accounting Tech									
Senior Permit Tech									
WWTP Maintenance Tech I									
Cross Connection Control Specialist	U45	\$77,803	\$80,137	\$82,542	\$85,017	\$87,568	\$90,195	\$92,450	\$94,761
Parks Maintenance Lead I		\$37.41	\$38.53	\$39.68	\$40.87	\$42.10	\$43.36	\$44.45	\$45.56
Police Records Tech Lead									
Streets Maintenance Lead I									
Storm/Sewer Lead I									
Water Operations Tech II									
Construction Tech II									
Water Quality Specialist									
Facilities Maintenance Journeyman	U50	\$83,249	\$85,747	\$88,320	\$90,969	\$93,698	\$96,509	\$98,922	\$101,394
Industrial Waste/Pretreatment Technician		\$40.02	\$41.22	\$42.46	\$43.74	\$45.05	\$46.40	\$47.56	\$48.75
Mechanic									
Parks Maintenance Lead II									
Streets Maintenance Tech Lead II									
Storm/Sewer Tech Lead II									
Solid Waste Lead II									
WWTP Operator									
Construction Lead I									
Water Operator									
WWTP Maintenance Tech II									

2024 Classifications	2024 Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Mechanic Lead II	U55	\$89,077	\$91,749	\$94,502	\$97,337	\$100,257	\$103,264	\$105,846	\$108,492
Senior Traffic Control Systems Tech		\$42.83	\$44.11	\$45.43	\$46.80	\$48.20	\$49.65	\$50.89	\$52.16
Construction Lead II									
Water Operations Lead II									
Water Quality Lead									
WWTP Maintenance Lead									
WWTP Operations Lead									
Utility Electrician									

- A.5 Effective January 01, 2025, the annual and hourly rates of pay in Section A.4 shall be increased by one hundred percent (100%) of the percentage increase set forth in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), for the Seattle-Tacoma-Bellevue Area for the period from June 2023 to June 2024, as is published by the Bureau of Labor Statistics, U.S. Department of Labor, with a minimum increase of two and one-half percent (2.5%) and a maximum increase of three and one-half percent (3.5%).
- A.6 Prior Work Experience - New employees may be given credit for prior work experience in computing entry salary. Such experiences may qualify the employee to start at an advanced Step, up to Step 4, of the appropriate classification, with an additional adjustment up to and including Step 5 as the maximum, conditioned upon successful completion of the probationary period. For example, a qualified lateral employee may be hired at Step 4 as the starting salary, and then be increased to Step 5 upon completing the probationary period. If the Employer is unable to hire a qualified candidate for a position at or below Step 4 and it needs to address a Pay Step greater than 4, the Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate to fill the position. Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employees' initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of hire as a regular employee.
- A.7 Step Advancement - Advancement to Step 5 shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step 8 Merit Step for inadequate performance may be authorized by the Department Director, provided that the employee so affected is served with written notification in advance outlining the reasons. Retention of a Merit Step may be conditioned upon continued satisfactory performance and participating mandatory in-service training opportunities provided by the Employer, unless excused by the Department Director or their designee.
- A.7.1 The Employer has a process of annual employee evaluations. During an employee's annual evaluation if the obtaining of or retention of Merit Step 8 is in doubt, the Supervisor will advise the employee of the reasons why they may not receive or continue to receive merit pay and what action may be necessary on the part of the employee to correct their deficiencies. If during any year an employee's performance should jeopardize retention of merit pay, the employee will be counseled on what action may be necessary on the part of the employee and provided thirty (30) days to take the necessary action.

A.8 Promotion - An employee who is promoted from one classification to another shall be placed into not less than the lowest pay Step of the higher classification which still provides for an increased rate of pay higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two and one-half percent (2.5%) above the rate of the former position.

A.9 Longevity Pay - The following shall be the longevity pay for employees covered by this Agreement. Increases shall become effective with the employee's anniversary date of employment and upon completion of an employee's fifth (5th) year of service.

05 -10 years	\$70.00 per month
11-15 years	\$95.00 per month
16 - 20 years	\$120.00 per month
21 and over	\$170.00 per month

A.10 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at a Step in the higher classification that still provides a minimum increase of five percent (5.0%) over the employee's regular rate of pay, provided, however, the employee has worked at least three (3) shifts and one (1) hour in such capacity, which shall be paid retroactively to the first hour of work in the higher classification. If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.11 Lead Position - In the event the Employer establishes a Lead position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.12 The Employer agrees to give seasonal/temporary maintenance employees in Parks and Public Works who have performed satisfactorily and competently from the previous year the first right of refusal for seasonal positions available the following year. Former seasonal/temporary maintenance employees in Parks and Public Works will receive offers in order based on the number of hours worked in the previous season and performance.

A.13 The Employer's hiring practices will remain as they historically have – the Employer will hire seasonal/temporary maintenance employees in Parks and Public Works based on need, primarily for the period of March through October. The Employer, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The Employer will not terminate or decline to bring back in subsequent seasons a seasonal/temporary maintenance employee in Parks and Public Works based solely on that employee reaching the three hundred forty-seven (347) hour threshold and/or higher pay scale. The Employer may hire seasonal/temporary maintenance employees in Parks and Public Works with the expectation that they will not work more than one thousand two hundred (1,200) hours in a twelve (12) month period.

A.14 The Employer agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the full-time work force, not supplant it. The Employer agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

A.15 The Union agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

A.16 The Employer and the Union agree to use a twelve (12) month period, rolling backwards, in determining whether a seasonal/temporary maintenance employee in Parks and Public Works has crossed the threshold of three hundred forty-seven (347) hours or one thousand two hundred (1,200) hours. The Employer and the Union agree that the first twelve (12)

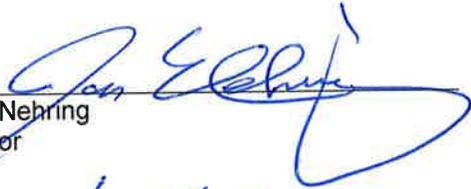
month rolling period will begin on June 1, 2016, and that hours worked by any seasonal/temporary maintenance employee in Parks and Public Works prior to June 1, 2016, will not count toward any threshold for crossing three hundred forty-seven (347) or one thousand two hundred (1,200) hours.

- A.17 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining Agreement.
- A.18 The parties agree to review and discuss in the Labor-Management Conference Committee whether the following classifications warrant additional compensation or reclassification based on an objective market analysis: Senior Accounting Technician; all Waste Water classifications; Water Quality Specialist/Cross Connection Specialist and Police Administrative Specialist.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL
EMPLOYEES AND DRIVERS LOCAL UNION
NO. 763, affiliated with the International
Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By 
Chad Baker
Secretary-Treasurer

By 
Jon Nehring
Mayor

Date 11-21-23

Date 11/29/23

APPENDIX "Z"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing Employees of the City of Marysville)

January 1, 2023 through December 31, 2025

CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS

- 1) **FINANCE**
 - Accounting
 - Utility Billing

 - City Clerk

- 2) **PARKS AND RECREATION**
 - Athletics
 - Recreation
 - Parks
 - Administration

- 3) **PUBLIC WORKS**
 - Public Works Administration
 - Engineering and Development Services

 - Transportation and Parks Maintenance
 - Streets

 - Traffic
 - Parks Maintenance
 - Public Works Services
 - Fleet
 - Facilities
 - Custodial
 - Solid Waste
 - Utilities--Water Operations
 - Utilities Construction
 - Water Operations
 - Water Quality
 - Utilities—Water Resources
 - WWTP Maintenance
 - WWTP Operations
 - Meter
 - Utilities—Storm/Sewer
 - Surface Water
 - Storm/Sewer

- 4) **POLICE**
 - Police Clerical
 - Evidence/Property
 - Records
 - Administration

- 5) **COMMUNITY DEVELOPMENT**
 - Planning and Building

- 6) **COURT**

- 7) **INFORMATION SERVICES**

MEMORANDUM OF UNDERSTANDING

to the

AGREEMENT

by and between

CITY OF MARYSVILLE, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS

LOCAL UNION NO. 763

(Representing Employees of the City of Marysville)

January 01, 2023 through December 31, 2025

THIS MEMORANDUM OF UNDERSTANDING is by and between the CITY OF MARYSVILLE, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

On December 21, 2023, the bargaining unit held a vote on increasing the payroll diversion to the Western Conference of Teamsters Pension Trust on behalf of the Mechanics as follows:

ARTICLE 10 PENSION

10.1 The bargaining unit shall determine with a vote of eligible members the amounts, if any, that will be diverted from payroll increases into the Western Conference of Teamsters Pension Trust. The vote may be held annually. The Union will notify the Employer of the amount to be made by payroll diversion following the vote. Any contribution change will be applied by the Employer effective the first of the month after thirty (30) days' notice is received by the Employer from the Union.

Mechanics

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)
02/01/2024	Two dollars and fifty cents (\$2.50)

Parks and Public Works Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2012	One dollar and ten cents (\$1.10)
04/01/2019	One dollar and thirty-five cents (\$1.35)

Police Department and Office-Clerical Employees In All Departments

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
01/01/2002	Five cents (\$0.05¢)
01/01/2021	One dollar and five cents (\$1.05)

Solid Waste

Effective as designated below, the Employer shall contribute the amount into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each compensable hour, up to a maximum of two thousand eighty (2,080) hours per calendar year.

<u>Effective</u>	<u>Hourly Contribution</u>
02/01/2022	Two dollars and zero cents (\$2.00)

- 10.2 The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.
- 10.3 Probationary Employees – For regular employees working in the Parks and Public Works Department, Solid Waste, Mechanics and Clerical employees serving a probationary period, the Employer will pay an hourly contribution rate of ten cents (\$0.10) during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when this period is completed, the full standard contribution rate shall apply.
- 10.4 Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 10.1 on behalf of all employees performing bargaining-unit work; and for purposes of this Section the bargaining unit shall be defined as follows:
- All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. However, pension contributions shall not be remitted on employees within the bargaining unit who are considered to be temporary, seasonal, and/or casual employees.
- No person or third-party beneficiary shall interpret this Agreement such that "field or playground work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by seasonal field or summer recreation employees and confirms that such work is not bargaining-unit work.
- 10.5 In the case where there are payouts of accrued hours (vacation, compensatory time, or sick leave), pension must be contributed on all hours, not to exceed an annual number of two thousand eighty (2,080) hours as set forth in Section 10.1.
- 10.6 In the case where an employee within the bargaining unit goes on a leave without pay status, pension contributions will not be remitted for hours that are in a non-paid status. Pension contributions will be remitted only for compensable hours during the leave status.

PUBLIC, PROFESSIONAL & OFFICE-
CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763, affiliated with the
International Brotherhood of Teamsters

CITY OF MARYSVILLE, WASHINGTON

By



Chad Baker, Secretary-Treasurer

By



Jon Nehring, Mayor

Date

1-4-24

Date

1/24/24