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, 2018 – December 31, 2020

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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, 2018 through December 31, 2020

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January 01, 2018 through December 31, 2020

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 City 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 less than three hundred and forty seven (347) hours in a rolling twelve (12) month period.

1.1.a. For purposes of this Agreement, a "seasonal/temporary maintenance employee in Parks and Public Works" is defined as an individual employed for less than twelve hundred (1200) 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.b. below. Upon reaching twelve hundred (1200) hours in a twelve (12) rolling month period, the employee shall be covered by this collective bargaining agreement as a regular employee.

1.1.b. Seasonal/temporary maintenance employees in Parks and Public Works who have worked more than three hundred forty seven (347) hours, but fewer than twelve hundred (1200) 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.c. 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 City shall forward to the Union the name, address, telephone number, and rate of pay of the employee. The City shall promptly notify Local 763 when a seasonal/temporary maintenance employee in Parks and Public Works terminates employment.

1.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the

Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

1.2.1 An employee shall be protected from having to join the Union provided the employee can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which he is a member, in which case he shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish proof that such payment has been made.

1.3 Payroll Deduction - The Employer shall deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and delinquent dues and initiation fees as certified by the Union and shall remit to said Union all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall indemnify and hold harmless the Employer from any and all liability resulting from the dues check-off system, including the deduction of dues, initiation fees, and any delinquent dues and initiation fees.

ARTICLE 2 NON-DISCRIMINATION, UNION INVESTIGATION & 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 his 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, or marital status, or the presence of any physical, mental, or 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 either 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 representative shall limit his 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 that 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 City 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 city in resolving grievances/issues using good judgment to balance these needs with their primary job duties. Use of City equipment may be authorized by the Human Resources Department on a case by case basis. The steward 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 City recognizes that the steward is a rank and file member of the bargaining unit and does 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 City 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 days 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 weeks 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. In cases where the employer changes an employee's normal work schedule (shift hours), with less 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 call back. Employees other than lead workers who work a schedule that includes a Saturday or Sunday and includes supervisory duties shall be paid a shift differential of one and one-half percent (1.5%) for their complete work week schedule for each one day of lead that is performed. In no event shall any employee be placed on a schedule that does not allow one (1) weekend day (Saturday or Sunday) off.

All departments, except the Police Department, with weekend shifts (non-lead) shall be bid in each department by seniority. The individual must have the minimum qualifications to perform the work and have two (2) years seniority with the city to be awarded the bid. If no one is awarded the bid the city will select by inverse seniority. The least senior employee (with at least two years seniority) with the minimum qualifications shall be awarded the position. Seniority will be the date of hire within the city. The entire bid will be posted including the positions which the city has the right to fill per this subsection.

All weekend shifts shall be bid on a seniority basis, annually, each December. On the first (1st) working day in December all weekend 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 his regular straight-time hourly rate of pay. Should other schedules be in effect, such as four (4) ten (10) hours 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 a member 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 workstation 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 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 forty (40) hours of compensatory time be carried over into the calendar year.

Employees may request a "cash out" of their compensatory accrual bank twice a year; June request for July payments and/or November 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 and Parks, 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 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 to the Water Operations Manager, the Streets/Solid Waste Manager, the Water Resources Manager, Fleet and Facilities Manager, 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 the 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 if 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 City 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 Section 8.2) 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:

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.

Employees who volunteer or are offered to work overtime, 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 45 calendar days from the date of the unwillingness to perform assigned work.

3.2.3.1 When it becomes evident during the workday 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.

2) And next to all other bargaining unit employees qualified and able from junior to senior until the Employer's overtime needs are met.

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 ($20) dollars 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 less 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 his regular day's shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times his regular straight-time hourly rate of pay. Should an employee's regular shift start less than three (3) hours from the time he started work on the callback, he shall receive one and one-half (1-1/2) times his regular straight time hourly rate of pay only for such time as occurs before his regular shift. If the employee is called back within three (3) hours of his 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 that 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 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 1.7 times their regular rate of pay.

Response to communication failures via the SCADA system are typically done by the Telemetry Administrator and, therefore, not the sole work of the Bargaining Unit.

3.6 Standby Duty - Employees who are assigned to Standby Duty shall receive three dollars ($3.00) 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 within one (1) hour of the end of his shift. 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 Actual overtime hours worked during standby duty shall be paid at one and seven tenths (1.7) of the employees' regular straight time hourly rate of pay.

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 or 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 City Administrator whenever it is in the interest of the City.

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 his/her 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 City becomes aware that a layoff may be necessary, they will notify the Union in a timely manner. Within fourteen (14) calendar days of notification, appropriate representatives from the Union and the City will meet to review the issues and process as defined below before issuing notices.

The City will notify the bargaining unit in writing (posting) of an impact and ask for volunteers. If there is an insufficient amount 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 City's Teamster bargaining unit) within the classification shall be laid off first.

4.4 Bumping – The City 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 City shall consider the employee's skills, abilities, qualifications, and certifications regarding bumping and the City's judgment shall be reasonably exercised.

In the event of a layoff:

1) The employee may bump the least senior employee within his/her same classification and department, provided that the bumping employee has more seniority and meets the qualifications of the position.

2) If no opportunity exists in sub-paragraph 1 (above), then the employee may bump the least senior employee in the same classification within the bargaining unit, provided that the bumping employee has more seniority and meets the qualifications of the position.

3) If no opportunities exist in sub-paragraphs 1 or 2 (above), then the employee may bump the least senior employee in a lower classification, provided the bumping employee has more seniority and meets the qualifications of the position. In the event the "bump" would normally result in a pay decrease, the employee's prior pay level will be preserved at the pre-layoff step as long as all certifications are maintained. In the event of a position opening, the city may place the affected employee in the prior position that they held based on seniority.

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.

For the purpose of bumping into the Municipal Court, an employee may bump if he/she meets the qualifications for the job and the needs of the Court and the Judge pursuant to General Rule 29.

The pay grade of the position bumped into will prevail; however, the employee shall be placed at a step comparable to their current pay as possible within the pay grade. Step increase dates are set to the new move date.

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

4.6 Job Vacancies – Before the City awards a position to an applicant from outside the bargaining unit, a representative from the City, 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, Police Office and Golf Course). Employees covered by this Agreement who desire consideration for such openings shall submit an application as required by 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 opening 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 his seniority shall cease upon:

- Justifiable discharge
- Voluntary quit
- Retirement
- Layoff exceeding twelve (12) months
- After twelve (12) months of absence due to a non-occupational injury or illness
- 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
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
The Day After Thanksgiving Day	
Christmas Day	December 25th
(Floating Holiday – see Article 7.1)	

6.2 Should any work be performed by an employee on a holiday, he shall be paid at the overtime rate for such work. No employee shall be called on a holiday for less than four (4) hours, except those personnel serving Standby Duty.

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, said 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. This bank shall consist of a total of eighty (80) holiday hours during each calendar year. Part-time employees shall receive a pro-rated amount 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 pay status on the workday before and the workday after the observed holiday to utilize holiday bank hours. If an employee is not in a pay status on the work day before and the workday after the observed holiday, the eight (8) hour equivalent (or the appropriate pro-rated amount) for that holiday shall be deducted from his/her holiday bank.

Employees who would normally have been scheduled to work on a day that a holiday is observed shall debit hours from their holiday bank, provided that, the hours debited do not exceed the equivalent of their regular work shift. Such employees shall have a minimum level of hours debited equal to the amount of hour 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 (of, if appropriate 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 (of, if appropriate pro-rated equivalent amount) for each holiday occurring prior to the date of separation, less all holiday hours already debited from the holiday bank. If an employee has debited his/her holiday bank for more than eight (8) hours equivalent (of, if appropriate 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 2nd	7.33	11
3rd through 5th	8.67	13
6th	10.67	16
7th through 8th	11.34	17
9th through 10th	12.67	19
11th	14.00	21
12th through 13th	14.67	22
14th through 15th	15.33	23
16th through 17th	16.00	24
18th through 19th	16.67	25
20th 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 his anniversary date of employment.

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

7.3 No employee shall receive compensation for unused vacation leave greater than two hundred forty (240) hours at the time of retirement. Leave in excess of this amount shall be taken prior to retirement.

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 afore-referenced schedule.

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 the expiration of sick leave. When an employee has exhausted his 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 his 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 City'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 City, in whole or in part, and upon such waiver, the City shall calculate the annual value of the waiver vacation, divide the amount by two thousand eighty (2080) 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 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 workweek 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 Perfect Attendance - Employees who during each of the twelve (12) months January through December have perfect attendance shall be granted one (1) day of additional vacation to be used during the next calendar year. For the purposes of this Section, "perfect attendance" shall include utilization of up to eight (8) hours of sick leave during the calendar year.

7.13 In the event of an employee's death, all unused vacation will be paid out at one hundred percent (100%).

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 up to a maximum of one thousand four hundred forty (1440) hours of accident or sick leave. 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) The employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
(b) The need to care for a child under eighteen (18) years of age, or an older child incapable of self-care, with a health condition requiring treatment or supervision;
(c) The need to care for the employee's spouse, parent-in-law or grandparent with a serious health condition or emergency conditions;
(d) The need to provide for the emergency care or attendance of a member of the immediate family as defined in section 8.2. Provided however, employees should make every effort to obtain approval of the Chief Administrative Officer prior to taking leave;
(e) Medical, dental or ocular appointments for the employee or a dependent child provided that employees provide twenty-four (24) hours advance notice of the appointment to their supervisor, and further provided that employees must make reasonable efforts to schedule such appointments at times when they will not interfere with the scheduled work days (when possible, i.e. the exception being employee breaks a tooth at work and needs to seek immediate attention);
(f) For other circumstances if authorized by the Chief Administrative Officer.

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 their probationary period.

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 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 re-numerated on a cash basis.

8.1.2 The City may request reasonable proof of illness in cases where absence extends beyond three (3) working days duration. However, when the City suspects sick leave abuse, the City may request reasonable proof of illness at its discretion. Abuse of sick leave shall be grounds for discipline, consistent with Article 14. The City may require the employee to submit a medical certificate signed by a physician stating the nature of the sickness or injury that the employee has been incapacitated by during the period of absence and is again physically able to perform his/her duties. Sick leave payments are conditional on the employee contacting their immediate supervisors and reporting that they are sick or injured. 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.

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 his actual salary for the period of his 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 hereof.

8.1.3.1 Light Duty – The City agrees to abide by the Americans with Disabilities Act, the Washington State Law Against Discrimination and City policy regarding light duty. Both parties agree that the City 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 such 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 wife, husband, domestic partner, son, daughter, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, daughter-in-law, son-in-law, step-children and current step-parents. Bereavement leave may be approved by the Chief Administrative Officer beyond the allotted days. 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 City. Jury duty, witness fees, and other Court payments, except those for travel expenses must be turned over to the City. Employees released from jury service where 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 City Policy. For additional information, refer to the FMLA posting found on the City bulletin boards in each building. Additional information may also be found on the Washington State Office of Labor and Industries' website and the City's website. Employees shall be entitled up to twelve (12) weeks, 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 Association of Washington Cities Health-First 250 Plan or Kaiser Permanente $200 AD/$20 Co-Pay Plan.

In exchange for moving to the replacement health insurance plans offered by the Association of Washington Cities, employees hired by the Employer on or before December 31, 2017, who are active bargaining unit employees at the time of Union ratification (not to employees who have separated from the City or promoted out of the bargaining unit prior to ratification by the Union) shall receive a one-time payment of $2,500. The payment will be provided to all full-time and regular part-time employees eligible for health insurance benefits, regardless of enrollment. This payment is intended to help offset the added costs of health insurance associated with the new health insurance plans although employees are free to use the money for any purpose. The payments are subject to standard taxable withholdings.

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

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

$179.20 X 50% = $ 89.60 - First Dependent
$154.70 X 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 coverage under the Association of Washington Cities Washington Dental Service Plan F (the employee shall pay the difference between the cost of Dental Plan A and Dental Plan F through a payroll deduction).

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 Western 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 Effective January 1st of each year of the Agreement, the bargaining unit shall determine the amounts, if any, that will be deferred from pay increases into the Western Conference of Teamsters Pension Trust. The Union will notify the Employer of the amount no later than December 31st of each year.

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 (2080) hours per calendar year.

Effective	Hourly Contribution
01/01/2012	One dollar and ten cents ($1.10)

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 (2080) hours per calendar years.

Effective	Hourly Contribution
01/01/2002	Five cents (5¢)

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 – Regular employees working in the Parks and Public Works Department serving a probationary period, the employer will pay an hourly contribution rate of ten cents (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 rec. 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 of 2080 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 for only 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:

*3 pants,
*4 shirts (at the employees' option, one (1) work shirt may be substituted with one (1) work Polo style shirt, as approved by Police Management),
*Coat (Evidence Tech only),
*1 belt,
* 1 fleece jacket
$75 shoe allowance for Clerical,
$180 for boot/shoe allowance for the Evidence Tech

*After initial issue, items will be replaced when worn out.

The Police Department Clerical & 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 PO for the purchase of work boots up to $200. 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 City 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 utilizing this replacement provisions. Eligible new hires shall be provided a PO for the purchase of work boots no later than one week after date of hire. Should an employee be newly 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 the required uniforms and equipment as hereinafter set forth to be used in performance of City duties.

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 Worker and shall only be worn with supervisory approval when performing their specific jobs.

***Three (3) pair 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 only be worn when performing their specific job duties.

***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 his 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 (F.L.S.A.).

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 the 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 City and the Union agree to work on a cross training policy during the life of the Collective Bargaining Agreement.

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 reason, 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 City 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 City employees. 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 Federal/State Legislation which mandates the implementation of new policies to be effective during the term of this Agreement, regarding specific issues covered by this Agreement, shall result in renegotiations of the applicable Article herein, if requested by either party. 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 shall not discipline an employee who has completed the trial period without just cause. 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.

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" confidential review of the progress to date and provides a date certain for 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 action in the event of subsequent processing 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 said 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 said 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 his/her 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 satisfactory of the employee, it shall be the employees 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 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 thereafter 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 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 utilizing the mediation process, the resolution shall be reduced to writing, signed and said resolution shall be 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 the mediation process 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 the Federal Mediation and Conciliation Service (FMCS) or by mutual agreement Public Employees Relation Commission (PERC). After receipt of same the parties shall alternately strike names of the arbitrator until only one 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 herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance at any stage of the grievance procedure.

15.5 The expense of the arbitrator, the cost of any hearing room and the cost of a shorthand reporter required by the arbitrator, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Union.

15.6 The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten. The Union and Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary and oral, including affidavits, by their representative or by others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when reasonably requested and when practicable, 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.

15.7 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 hereto to comply with all applicable law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such 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 thereof.

ARTICLE 17 CITY VEHICLES

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

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 City 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 the employee must purchase on his/her own.

ARTICLE 19 DURATION

19.1 Except for those provisions that indicate otherwise, this Agreement shall be effective January 01, 2018, and shall remain in full force and effect through December 31, 2020 and shall remain in effect during the course of negotiations on a successor Agreement.

19.2 Re-Opener for Paid Leave – In light of Initiative 1433 (Washington's Paid Sick Leave), during the term of this Agreement, either the City or the Union may demand to reopen this Agreement solely for purposes of bargaining necessary or desirable changes to paid leave, including Article 7, Article 8, and any other section applicable to paid leave other than holiday leave. If either party elects to reopen this Agreement, it will provide at least thirty (30) days' written notice to the other party.

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

By Scott A. Sullivan
Secretary-Treasurer

Date 8-1-18

CITY OF MARYSVILLE, WASHINGTON

By Jon Nehring
Mayor

Date 8/6/18

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, 2018 through December 31, 2020

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, 2018, the Property/Evidence Specialist position in the Police Department will receive a market based increase of two percent (2%) to base wage moving this position from Pay Code 7 to new pay code 7-1. This market based adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.2 Effective January 1, 2018, the Accounts Payable / Accounting Technician will be reclassified from Pay Code "6" to a pay step at Pay Code "7" that provides an increase in pay. In exchange for the wage increase, the city and Union have agreed to a revised job description. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.3 Effective January 1, 2018, the Water Quality Specialist/Cross Connection Control Specialist classification will be moved from Pay Code 18 to Pay Code 22, reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.4 Water Operator – The parties agree the City will fill this new position within a reasonable timeframe in 2018. The pay code for this new position is Pay Code 22-1. The parties agree to meet and bargain the new job description for Water Operator and any impacts on other existing classifications.

A.5 Wastewater Treatment Plant (WWTP) Operator – Effective January 1, 2018, the WWTP Operator classification will be adjusted from pay code 22 to new pay code 22-2 reflecting a 3.0% market adjustment. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11. The parties agree the WWTP Group III certification is a minimum job qualification for this job classification and that the 2016 WWTP MOU is rescinded.

A.6 Wastewater Treatment Plant (WWTP) Pre-Treatment Technician – The 3.0% pay premium previously offered to this classification in exchange for obtainment of a WWTP Group III certification is withdrawn. A Group III certification is no longer a requirement of this job classification. The Pre-Treatment Technician will be moved to pay code 22-1. The parties agree that the 2016 WWTP MOU is rescinded.

A.7 Effective January 1, 2018, the Water Operations/Maintenance Lead Worker II position will be moved from Pay Code 24 to Pay Code 25. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.8 Effective January 1, 2018, the Facilities Maintenance Worker II classification will be moved from Pay Code 16-1 to Pay Code 18. This adjustment will be made prior to the application of the 2018 COLA as defined in Appendix A.11.

A.9 Effective January 1, 2018, the Wastewater Treatment Plant (WWTP) Lead will receive a 1.5% pay premium for obtainment of 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.10 The parties agree to add the following pay rates for seasonal/temporary maintenance employees in Parks and Public Works:

AT HIRE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
$13.91	$15.17	$16.44	$17.70	$18.97	$20.30

Years are calculated from the original date of hire. Up to and including Year 2, the City reserves the discretion to increase the hourly rate of pay if necessary to attract a prospective employee due to relevant experience or to be competitive in the relevant market.

A.11 Effective January 01, 2018, the monthly rates of pay shall be increased by a two and seven-tenth percent (2.70%) COLA adjustment retroactive for all bargaining unit employees, including those who separated from the City or promoted out of the bargaining unit during the past months in 2018. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

CITY OF MARYSVILLE
TEAMSTERS PAY GRID
January 1, 2018 with a 2.7% COLA adjustment

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3535	3680	3831	3986	4152	4322	4490
Procurement & Distribution Asst/Program Asst	3	3962	4123	4297	4472	4655	4844	5033
Program Specialist	5	4016	4181	4353	4531	4718	4910	5099
Accounting Technician - UB	6	4044	4213	4384	4564	4755	4947	5137
Maintenance Worker I	6-1	4026	4193	4365	4543	4731	4924	5112
Accounting Technician - AP	7	4186	4358	4535	4720	4914	5117	5315
Property/Evidence Specialist	7-1	4270	4445	4626	4815	5013	5219	5422
Meter Reader/Repair	8	4687	4878	5076	5289	5503	5731	5951
Administrative Secretary	9	4193	4366	4543	4730	4923	5127	5325
Senior Accounting Technician	10	4560	4747	4943	5142	5351	5575	5790
Traffic Control Systems Tech	14	4872	5073	5282	5497	5721	5957	6189
Maintenance Worker II	16-1	4687	4878	5076	5289	5503	5731	5951
WWTP Maint Technician I	17	4753	4952	5152	5363	5583	5812	6036
Facilities Maintenance Worker II	18	4939	5140	5352	5571	5798	6038	6272
Lead Worker I/Records Unit Lead	20	5009	5218	5430	5653	5886	6127	6365

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Mechanic	21	4988	5188	5400	5624	5854	6091	6328
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5087	5294	5512	5739	5972	6218	6460
Water Operator/WWTP Pretreatment Tech.	22-1	5193	5406	5629	5860	6100	6350	6595
WWTP Operator	22-2	5348	5568	5798	6036	6283	6540	6793
WWTP Maint Technician II	23	5217	5430	5653	5884	6127	6376	6624
Lead Worker II	24	5421	5643	5874	6115	6366	6628	6886
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5606	5835	6075	6322	6582	6852	7118
Sr Traffic Control Systems Tech	26	5721	5957	6200	6455	6720	6997	7265

A.12 Effective January 01, 2019 the monthly rates of pay shall be increased by a two and seven tenth percent (2.70%) COLA adjustment. The following constitutes the monthly rates of pay for each pay grade for those classifications covered by this Agreement:

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Program Clerk	2	3630	3779	3934	4094	4264	4439	4611
Procurement & Distribution Asst/Program Asst	3	4069	4234	4413	4593	4781	4975	5169
Program Specialist	5	4124	4294	4471	4653	4845	5043	5237
Accounting Technician - UB	6	4153	4327	4502	4687	4883	5081	5276
Maintenance Worker I	6-1	4135	4306	4483	4666	4859	5057	5250
Accounting Technician - AP	7	4299	4476	4657	4847	5047	5255	5459
Property/Evidence Specialist	7-1	4385	4565	4751	4945	5148	5360	5568
Meter Reader/Repair	8	4814	5010	5213	5432	5652	5886	6112
Administrative Secretary	9	4306	4484	4666	4858	5056	5265	5469
Senior Accounting Technician	10	4683	4875	5076	5281	5495	5726	5946
Traffic Control Systems Tech	14	5004	5210	5425	5645	5875	6118	6356
Maintenance Worker II	16-1	4814	5010	5213	5432	5652	5886	6112
WWTP Maint Technician I	17	4881	5086	5291	5508	5734	5969	6199
Facilities Maintenance Worker II	18	5072	5279	5497	5721	5955	6201	6441
Lead Worker I/Records Unit Lead	20	5144	5359	5577	5806	6045	6292	6537
Equipment Mechanic	21	5123	5328	5546	5776	6012	6255	6499
Wtr Qual Splst/Cross Connect Cntrl Splst	22	5224	5437	5661	5894	6133	6386	6634
Water Operator/WWTP Pretreatment Tech.	22-1	5333	5552	5781	6018	6265	6521	6773
WWTP Operator	22-2	5492	5718	5955	6199	6453	6717	6976
WWTP Maint Technician II	23	5358	5577	5806	6043	6292	6548	6803
Lead Worker II	24	5567	5795	6033	6280	6538	6807	7072

Job Classification	PAY CODE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Water Quality/WWTP Lead/Water Operations/Maintenance Lead Worker II	25	5757	5993	6239	6493	6760	7037	7310
Sr Traffic Control Systems Tech	26	5875	6118	6367	6629	6901	7186	7461

A.13 Effective January 01, 2020, the parties agree to a 3.0% COLA adjustment, subject to the terms listed in A 13.8 below, and wage reopener as follows:

A.13.1 Wage reopener is limited to 2020 wages only, following compensation study, unless otherwise mutually agreed by the parties or required due to changes in the law.

A.13.2 In 2018, the City will begin a compensation study for Teamster bargaining unit employees. The City will complete the compensation study no later than August 30, 2019.

A.13.3 The City will use and pay for the same consulting firm that performed the City's 2017 non-represented employee compensation study.

A.13.4 The consulting firm will be asked to perform a "total cost of compensation" analysis, taking into consideration most aspects of compensation, including base pay, longevity, and specialty premium pay. Items that are difficult to accurately compare in the analysis, such as health insurance plans/premiums, weekend/evening standby pay, and shift differential will be excluded. The consultant will not include hours of work, vacation leave, holiday pay, compensatory time, or sick leave as part of the wage study.

A.13.5 The City will adhere to the same methodology and implementation, same comparable entities, and same target of the 55th percentile as was performed for the City's 2017 non-represented employee compensation study.

A.13.6 To best compare jobs at the City with the external market, the City anticipates, whenever reasonable, to separate broad job descriptions (e.g., Maintenance Worker II) into more specific job classifications (e.g., Parks Maintenance Worker II, Streets Maintenance Worker II, etc.). The study will be based on current job descriptions. If an external employer does not have current job descriptions available, the outside consulting firm will consult as necessary with the external employer for an accurate description of actual job duties/requirements.

A.13.7 As part of the compensation study, the City may revise job descriptions to better reflect the external market. Should the City propose changes to working conditions or other mandatory subjects found in the job descriptions, it will provide a draft copy to the Union and agrees to bargain the issue in a timely manner through joint labor-management meetings.

A.13.8 Once the compensation study is complete, wages for 2020 will be OPEN for negotiation, with an estimated completion of negotiations by December 31, 2019, without the City nor the Union waiving its right to bargain regardless of the recommendations of the Study. All wage increases are retroactive to January 1, 2020. However, as was identical for non-represented employees, the City will entertain both upward and downward market adjustments recommended by the Study. The City agrees no individual employee will be subject to a wage reduction. However, employees above the market may be subject to either a wage freeze or only a partial application of the 2020 COLA (i.e., something less than 3.0%). The City does not anticipate adjusting step anniversary dates.

A.14 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 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 he 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 becoming a regular employee.

A.15 Step Advancement - Advancement to Step 5 shall occur after twelve (12) months in the preceding Step. Denial of an advancement to Step 6 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 his designee.

A.15.1 The Employer has a process of Annual Employee Evaluations. During an employee's annual evaluation if the obtaining of, or retention of merit Step 6 is in doubt, the Supervisor will advise the employee of the reasons why he 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 employee 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.16 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 increase higher than currently being received by the employee prior to the promotion; provided however, in no event shall the increase be less than two point five percent (2.5%) above the rate of the old position.

A.17 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.18 Higher Classification: An employee who has been assigned by management to act in a temporary capacity in a higher classification shall be paid at the higher classification in the pay step, which is the lowest step in the higher classification that still provides a minimum five percent (5.0%) increase over the employee's regular rate of pay provided the employee has worked at least three (3) shifts and one (1) hour in such capacity following which they will be paid back to hour one (1). If no assignment has been made by management the most senior employee shall be assigned and receive the higher pay.

A.19 Leadperson - In the event the Employer establishes a leadperson position(s), the Employer and Union shall meet to establish the appropriate pay grade for such position.

A.20 The City 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 following criteria: number of hours worked in the previous seasons and performance.

A.21 The City's hiring practices will remain as they historically have – the City will hire seasonal/temporary maintenance employees in parks and public works based on need, primarily for the period of March through October. The City, however, reserves the right to hire and manage the workforce based on operational needs throughout the year. The City 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 worker reaching the three hundred forty seven (347) hour threshold and/or higher pay scale. The City may hire seasonal/temporary maintenance employees in parks and public works with the expectation that they will not work more than 1200 hours in a 12 month period.

A.21.1 The City agrees that seasonal/temporary maintenance employees in Parks and Public Works are to be used to supplement the fulltime work force, not supplant it. The City agrees that the type of work assignments performed by seasonal/temporary maintenance employees in Parks and Public Works will remain status quo.

A.22 Local 763 agrees that the initial fee for seasonal/temporary maintenance employees in Parks and Public Works will be spread evenly over four (4) months.

A.23 The City and Local 763 agree to use a rolling 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 twelve hundred (1200) hours. The City and Local 763 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 twelve hundred (1200) hours.

A.24 Both parties agree to meet and begin bargaining six (6) months prior to the expiration of the collective bargaining agreement.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters	CITY OF MARYSVILLE, WASHINGTON
By Scott A. Sullivan	By
Scott Sullivan Secretary-Treasurer	Jon Nehring Mayor
Date 8-1-18	Date 8/6/18

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, 2018 through December 31, 2020

CITY OF MARYSVILLE DEPARTMENTS/DIVISIONS

1) **FINANCE**
Accounting
Utility Billing
Information Services
City Clerk

2) **PARKS AND RECREATION**
Athletics
Recreation
Parks/Golf Maintenance
- Administration

3) **PUBLIC WORKS**
Public Works Administration
Utility Maintenance
Utility Construction
Streets
Solid Waste
Traffic
Fleet/Facilities
Water Resources
- Surface Water/Vactor
- Water Quality
- WWTP

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

5) **COMMUNITY DEVELOPMENT**
Planning and Building

6) **COURT**