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TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MARYSVILLE AND GENERAL MISCELLANEOUS UNIT REPRESENTED BY TEAMSTERS LOCAL 137 JULY 1, 2023, THROUGH JUNE 30, 2025

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GENERAL MISCELLANEOUS UNIT
TEAMSTERS LOCAL 137

Article 1 - PREAMBLE

- 1.1 Pursuant to California law, the City of Marysville, acting through its negotiator, and representatives of the Teamsters Local 137 have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours, and other terms and conditions of employment for the term commencing July 1, 2023, and terminating June 30, 2025. It is the intent of the parties to set forth herein their entire agreement covering rates of pay; wages, hours of employment, and other conditions of employment; and to provide for prompt and fair settlement of grievances without interruption or other interference with the normal operations of the City.
- 1.2 This Memorandum of Understanding supersedes and replaces all memoranda of understanding and letters of agreement between the parties as well as all previous minute orders, resolutions and ordinances of the City Council which are in conflict with this memorandum of understanding.
- 1.3 The parties hereby acknowledge the provisions of chapter 10, (Section 3500, et. seq.) a Division 4, Title 1 of the Government Code of the State of California.
- 1.4 Both parties have mutually agreed that their objective is for the good of the City and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth.
- 1.5 Except as otherwise expressly provided herein, all terms and conditions of the agreement shall apply to all employees in this bargaining unit represented by Teamster Local 137.

Article 2 - RECOGNITION

- 2.1 The City recognizes the Teamsters Local 137 as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all permanent full-time employees (regularly scheduled, at 40 hours or more per week) and permanent part-time (regularly scheduled 29 or less hours per week) but excluding all seasonal (those working a fixed period of less than one year), intermittent, temporary, provisional and supervisory or confidential employees. Exhibit A lists all represented job classifications.
- 2.2 The classifications on job titles used are for descriptive purposes only. Their use is neither an indication nor guarantee that these classifications or titles will continue to be utilized by the City.

Article 3 - MANAGEMENT RIGHTS

- 3.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, to reprimand, suspend, discharge, or otherwise discipline employees covered under this agreement for cause; to determine the number of employees to be employed; to hire employees, determine their

qualifications and assign and direct their work; to promote, transfer, lay off, recall to work employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to transfer and assign employees among and between different jobs and classifications as required by the City's work needs; to control and regulate the use of machinery, facilities, equipment, and other property of the City; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time-to-time modify, rescind or change safety and work rules and regulations, to determine the number, location and operation of departments, divisions, and all other units of the City; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the City and to direct the City's employees. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 3.2 Before a job may be subcontracted out, the City will make a reasonable effort to arrange for an offer of employment to the employee whose job will be lost, by the subcontractor doing the work. Before submission of a recommendation to contract out any function traditionally performed by service employees which would result in a reduction of the work force, the Union will be offered the opportunity to examine the proposal for at least ninety (90) days prior to Council approval, whenever possible, and to submit recommendations. If requested, the City will meet and confer over the impact of proposed layoffs prior to the implementation of said layoffs.

This section shall not be construed so as to delay the City's decisions in contracting out. Determinations pursuant to this section shall be made in the sole discretion of the City without any form of appeal.

Article 4 - ASSOCIATION/UNION BUSINESS

- 4.1 Access to City Facilities. Access to City work locations and the use of City paid time, facilities, equipment, and other resources by employee organizations and those representing them shall be limited to activities pertaining to the employer-employee relationship. Organization business, such as soliciting membership, campaigning for office, and organization meetings and elections, shall not be conducted during normal business hours. Any Association political activities, such as interviewing candidates, shall not be permitted in City owned facilities.
- 4.2 Payroll Deduction of Dues. The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the City to the Treasurer of the Union no later than the 15th day of the month. This authorization shall remain in full force and effect until terminated in writing by the employee.

- 4.3 Employee Association Business Leave. Two (2) employees will each be allowed time, without loss of compensation, for the purpose of attending formal meet and confer sessions on matters within the scope of representation. Prior approval for such time off must be received from the Department Head, or in his absence, the employee's supervisor. Such approval will not be unreasonably withheld.
- 4.4 The Union hereby indemnifies the City and holds it harmless against any and all suits, claims, demands and liabilities that shall arise out of any negligence or malfeasance by the Union for the purposes of complying with any of the provisions of this article.
- 4.5 The City shall notify the Union, in a timely manner, of the name and classification of each new employee within the unit and shall provide each new employee with the name and address of the union.
- (a) The City shall deduct UNION membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the monthly pay of each bargaining unit employee in accordance with the procedures set forth herein.
 - (b) Dues paying bargaining unit employees who have affirmatively consented to, or authorized dues deductions shall be entitled to have dues deducted upon signing and filing with UNION an authorization form provided by association. UNION will notify the City of the employee's name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by UNION.
 - (c) The City agrees to direct each bargaining unit employee to UNION in response to any questions or concerns about dues or any other mutually agreed payroll deduction.
 - (d) UNION is responsible for providing the City with timely information about changes to employee dues and any other lawful UNION-related payroll deductions.
 - (e) Dues withheld by the City shall be transmitted monthly to the UNION officer designated in writing by the association as the person authorized to receive the funds at the address specified.
 - (f) A bargaining unit employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the authorized UNION dues deductions. If a bargaining unit employee is in a non-paid status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
 - (g) The City shall deduct and remit to the UNION any amounts which were not deducted in accordance with the procedures prescribed herein.
 - (h) The City shall make payroll deductions in reliance on UNION's certification that the association has and will maintain an authorization signed by each employee who affirmatively consents to pay UNION membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any bargaining unit employee in reliance on information provided by UNION to the extent permitted by law.
 - (i) The City shall not request that UNION provide a copy of any bargaining unit employee's authorization unless a dispute arises about the existence or terms of the authorization.

- (j) UNION shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deducted by the City in reliance on UNION's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by UNION.

Article 5 - CONCERTED ACTIVITIES

- 5.1 During the term of the MOU, it is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by members of this unit, further, it is agreed and understood that the City not impose any lockout.

Article 6 - DISCRIMINATION

- 6.1 The City agrees not to discriminate against any employee for his activity on behalf of, or membership in, the Union. The City and the Union agree that there shall be no unlawful discrimination against any employee because of race, color, creed, national origin, sex, age, or physical impairment. Both parties agree that the employees shall be equally free not to become members of the Union, and that there shall be no discrimination, interference, restraint, or coercion by either party, or by any agent or representative of either party, against any employee because of his membership or non-membership in the Union.

Article 7 – HOURS OF WORK AND OVERTIME

- 7.1 Hours of Work. The basic work schedule for clerical staff is defined as forty (40) hours consisting of five (5) consecutive eight (8) hour days, Monday through Friday. The work schedules of other employees covered by this MOU shall also consist of forty (40) hours per week on the schedules set for them by their respective Department Heads. An unpaid lunch period shall be provided near the middle of the work period.

The Department Head, in order to provide the best service to the public, may establish work schedules that vary employee's workdays and hours as long as the basic workweek is not in excess of forty (40) hours. Offices will generally be open to serve the public from 8:00 a.m. to 4:30 p.m., unless the City Manager has given prior approval to close the office.

- 7.1.1 With prior approval by the Department Head, clerical staff may work a "9/80 schedule," that is, a schedule consisting of four nine-hour days Monday through Thursday, and one eight-hour day on Friday in week one, and four nine-hour days Monday through Thursday in week two, for a total of 80 hours over a two-week period. Overtime will accrue only after nine hours on scheduled nine-hour workdays. Holidays which occur on a nine-hour workday will be taken at eight hours of holiday and one hour of vacation. The seven-day work period begins at Friday noon. Employees utilizing the 9/80 schedule hereby give up any past and future rights to any overtime pay that would otherwise be realized by working the four extra hours during week one.
- 7.2 Overtime Compensation. All positions covered by this MOU are eligible for overtime compensation. Overtime work and compensation shall be approved by the employee's

Department Head or his/her designated representative in advance of working overtime. Compensation for overtime shall be computed and paid as follows:

- (a) Except as otherwise provided in Section 7.1.1 above, time worked in excess of eight (8) hours in a workday, or forty (40) hours in a work week. Hours worked shall be defined as all hours in City service, including vacation, sick leave, CTO, and holidays;
- (b) Time worked on a non-workday, unless other time off is granted during the same work period;
- (c) For employees in job classifications Maintenance Worker, Fire Mechanic, Wastewater Collection Operator and Senior Maintenance Worker, time worked on a recognized holiday shall be compensated at straight time for eight (8) hours for the holiday plus a rate equivalent to one and one-half (1 ½) times the employees' regular base rate of pay for hours actually worked. For all other job classifications in the unit, time worked on a holiday shall be compensated at straight time for eight (8) hours for the holiday pay plus straight time for hours actually worked.

7.2.1 The parties agree that employees who are eligible for overtime compensation shall be paid at a rate equivalent to one and one-half (1 ½) times the employees' regular rate of pay or, with the prior approval of the supervisor, may accrue compensatory time off (CTO). CTO for any overtime may be utilized on an hour for hour basis but must be utilized within the employee's work week. CTO may be accumulated to a maximum of 100 hours. All overtime earned beyond this maximum shall be subject to cash payment, but the method of payment (i.e., CTO or cash) shall be approved by the supervisor before the work is undertaken. Furthermore, during the month of November, all accumulated CTO above a balance of forty (40) hours shall be paid to the employee. Pay for CTO will be at the employee's regular hourly rate of pay and will be paid by December 10th. The amount of this payment will be included in the employee's taxable income reported to the IRS.

7.2.2 Overtime pay shall be computed to the nearest one-quarter (¼) hours. An employee cannot use a combination of work hours and leave time within an eight (8) hour day to create overtime for himself or herself without prior approval of his or her supervisor.

7.2.3 Call-Back Pay. If employees in job classifications Maintenance Worker, Fire Mechanic, Wastewater Collection Operator and Senior Maintenance Worker are called back to work, they shall be credited with a minimum of two (2) hours of compensation at one and one half (1 ½) times the employees' regular base rate of pay for such call-back lasting less than two (2) hours.

7.2.4 Out of Class Pay – Employees that work out of class for 10+ days during a calendar year shall receive 5% out of class compensation beginning on the 11th Day. Qualification for out of class pay resets on January 1 of each year. Notification must be documented on the employee's timecard in order to be counted and pay applied.

Article 8 - WORK RULES

8.1 Layoffs. Layoff policies and procedures are those defined in Section 8478 of the Marysville Administrative Code, as may be amended during the term of this MOU. The City agrees to notify the Teamsters and meet and confer on any proposed modifications that are within the scope of representation.

- 8.2 Reinstatements, Demotions, Promotions and Transfers. Reinstatement, demotions, promotion, and transfer procedures are those defined in Title 5, Parts 1 and 2 of the Marysville Administrative Code, as may be amended during the term of this MOU. The City agrees to notify the Teamsters and meet and confer on any proposed modifications that are within the scope of representation.
- 8.3 Tardiness Policy. Members shall be punctual in reporting for duty. Members who report for duty at a later time than is required may be subject to disciplinary action.
- The parties hereto agree that at the discretion of the Department Head, those employees who fail to report to work fifteen (15) minutes after their normal reporting time shall have a quarter of one hour reduced from their pay for that pay period; employees who fail to report within thirty (30) minutes of their required reporting time shall have deducted one-half of one hour of pay from their pay for the pay period. Any employee who fails to report to work beyond thirty (30) minutes on one workday shall have deducted from their pay one hour of compensation and one additional hour of compensation for each hour thereafter late on any one day. Repeated tardiness shall not be tolerated or excused and will be subject to disciplinary action.
- 8.4 Probationary Period. As agreed, upon within the side letter effective August 17, 2022 – the initial appointment probationary period shall be a minimum of 12 months from the first calendar day on duty for the City. The probation period for promotional appointments will be 12 months. The City agrees to notify Local 137 and meet and confer on any proposed modifications that are within the scope of representation.
- 8.5 Working Above Class. Employees temporarily assigned to work out of their authorized classification shall be paid according to the provisions of Section 8112 of the Marysville Administrative Code.

Article 9 – SAFETY

- 9.1 The City and Local 137 desire to maintain a safe place of employment for all City employees and to that end, City Management and Local 137 will work jointly to make provisions necessary for the safety of employees in the performance of their work. The City's safety policy and procedures are defined in Title 5, Part 1, Chapter 4 of the Marysville Administrative Code. The City agrees to notify Local 137 and meet and confer on any proposed modifications that are within the scope of representation.

Article 10 – HOLIDAYS

- 10.1 Holiday pay shall be paid as follows:

- 10.1.1 The following days shall be recognized as holidays, and permanent employees receive the following holidays off with pay:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The day following Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Christmas Day

Birthday (one day on the employee's birthday, or an equivalent time off on another day in lieu of the employee's birthday as approved by the employee's supervisor).

Every day appointed by the President, Governor, or Mayor, and approved by the City Council for a public feast, thanksgiving, holiday, or in memorial.

The Finance Department will issue, before the end of each calendar year, a schedule of the actual dates upon which the above holidays will be observed during the following year.

A holiday is equal to eight (8) hours, regardless of the length of scheduled work shifts. If a holiday is taken when the employee's scheduled shift is longer than eight (8) hours, the employee must make up the additional hours taken for the holiday with the 80-hour work period or use other accrued leave.

- 10.2 In order to be eligible for holiday pay, an employee may not be on suspension or unpaid leave on either the regularly scheduled workday immediately preceding or immediately following the observed holiday.

Article 11 - LEAVES

- 11.1 Accrual of Vacation. Permanent full-time employees in this unit shall be entitled to the following Vacation accruals per month:

<u>Years of Service</u>	<u>Hours Accrued per Month</u>
Less than 5 years	10
At least 5 and less than 10 years	12
At least 10 and less than 15 years	14
At least 15 and less than 20 years	15
At least 20 years	16

Vacation shall be credited on the first day of the month following the month when vacation is earned. An employee who starts work after the first day of the month shall not begin to accrue vacation until the first day of the month following the month in which the employee begins work.

An employee shall continue to accrue vacation leave during any authorized and compensated leave; provided, however, that if said leave continues for more than sixty (60) continuous days, no vacation leave shall be accrued for any time on paid leave in excess of the sixty-day period. The employee shall not accrue vacation leave during any unpaid leave of absence.

- 11.2 Use of Vacation. Vacation may be used for vacation, illness, injury, death in the family, medical and dental care, maternity, or personal business. Vacation shall be scheduled in advance except for sudden and unforeseen illness, injury, or family emergency. When the employee desires to use Vacation for other than sudden or unforeseen illness, injury, or family emergency, such time shall be scheduled by the Department Head with due regard to the needs of the City, the desire of the employee, and the employee's seniority.

Employees employed less than one year shall accrue, and may use, vacation earned, if approved by the Department Head. Vacation may be taken in increments of not less than one hour, and all time taken off shall be recorded on the employee's time sheet.

Fringe benefits that the employee received while working will continue unchanged during the use of Vacation.

- 11.3 Maximum Vacation Accumulation: Payment for Unused Leave. The maximum amount of unused vacation which any employee in this unit may accumulate shall not exceed a total of two hundred and fifty (250) hours. Vacation ceases to accrue after the leave balance available to an employee reaches 250 hours. Upon separation from City service, accrued and unused vacation will be paid to the employee.

A permanent employee who terminates or is terminated shall be paid at his/her regular base hourly rate of pay for all accrued unused vacation as of the last day worked. In the case of death, compensation for accrued vacation shall be paid in the same manner that salary due the decedent is paid.

- 11.4 Accrual of Sick Leave. Permanent fulltime employees in this unit shall be entitled to eight (8) hours of Sick Leave per month. Sick Leave shall accumulate without limit.

Any unused sick leave is converted to additional service credit if the employee retires within 120 days of separation from employment. Eight hours of sick leave equals one day (.004 of a year of service). It takes 250 days of sick leave to receive one year of service credit ($.004 \times 250 = 1$ year).

- 11.5 Use of Sick Leave:

11.5.1 Sick Leave Defined - For the purpose of this provision, family member shall be restricted to: a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis); a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling.

Sick leave shall be allowed and used for any of the following purposes:

1. Diagnosis, care, or treatment of an existing health condition of the employee or his/her family member.
2. Preventative care for the employee or his/her family member.
3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking). Sick Leave may be used as needed and approved, to the point of depletion, at which time the employee will no longer receive pay for sick leave. If the employee's sick leave is depleted, vacation and comp time shall be allowed, upon request of the employee in writing. Sick leave will not be granted for any leave of absence other than sick leave, with one exception: an illness or injury occurring while on vacation leave may be covered by sick leave when such illness or injury causes the employee to be hospitalized, or when a physician has certified the employee's physical disability or illness.

- 11.6 Family Leave. In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the City will grant job protected unpaid family and medical leave to eligible employees.
- 11.7 Permanent Part-time Employees. A permanent part-time employee who is regularly scheduled to work more than 20 hours per week, 1040 hours annually shall accrue Vacation and sick leave in the proportion that the employee's actual hours of service bear to full-time hours of service. Such leaves shall be earned for each full calendar month of part-time service based on the number of hours worked. Use of vacation and sick leave shall be on an hour-for-hour basis. A regular part-time employee who leaves or is terminated will be paid the regular hourly rate for all accrued leave as of the last day worked.
- 11.8 Use of Accrued Leaves to Supplement Workers' Compensation Payments. If an employee in the bargaining unit is injured at work, that employee may use any of their available accrued leaves to supplement payments they received from the City's worker's compensation insurance plan, up to an amount equal to their normal and customary monthly payroll check. Unearned accrued leave may not be used, and the total payment of workers' compensation and accrued leave payments cannot exceed the employee's monthly salary at the time of the injury.

Article 12- INSURANCE

- 12.1 Group Health Insurance. The City and employees will share in the cost of health insurance premiums. The City will pay up to the dollar equivalent of 80% of the premium for health and welfare coverage. The employee will pay, via payroll deduction, the difference between the City contribution and the actual premium for the medical plan selected.

Eligible employees may elect not to purchase medical coverage. Should an employee make this election, the employee must provide to the City proof of medical insurance through another provider. Any employee electing not to receive medical insurance will receive a \$275 monthly medical allowance.

All employees must purchase dental and vision by payroll deduction.

- 12.2 Health Insurance Options. The City shall provide the following health insurance options through Teamsters Local 137: health and welfare coverage will be provided through Northern California General Teamsters Security Fund, Select Plus Plan, medical only.

An eligible employee for whom monthly payments are required shall be any employee who has completed eighty (80) hours of work in the preceding calendar month. Time paid for but not worked, such as holidays, vacation time and funeral leave shall be computed as time worked for the purpose of this Article.

- 12.3 Dental Insurance. The City will provide dental insurance for employees and their dependents through the Principal EPO/PPO Dental plan. The City will pay 80% of the monthly premium. The employee will pay 20% of the monthly premium via payroll deduction.
- 12.4 Vision Insurance. The City will provide vision insurance for employees and their

dependents through Eye Med Vision Care Plan. The City will pay 80% of the monthly premium. The employee will pay 20% of the monthly premium via payroll deduction.

- 12.5 Life Insurance. The City will provide \$50,000 double indemnity life insurance for members of this Unit. The terms of the policy are included in the group health certificate, which is incorporated herein by reference. Additional life insurance will be made available to employees through Mutual of Omaha at no cost to the City.
- 12.6 Long-Term Disability Insurance. The City will provide, at no cost to the members of this unit, long-term disability insurance coverage for non-job-related illnesses and injuries. The terms and conditions of this plan are contained in the group insurance certificate, which is incorporated herein by reference. The City will make a reasonable effort to have additional long-term disability insurance available to employees at no cost to the City.

During the use of the non-job related long-term disability, the health insurance normally received by the employee shall continue at the agreed-upon rate of cost sharing pursuant to Sections 12.1 and 12.2 hereof to one hundred (100) working days, beginning the date of the injury/illness, or the date of first use of the disability plan, which occurs first. If the employee is disabled for more than one hundred working days, the employee may continue his/her health coverage by paying One Hundred Percent (100%) of the monthly premiums until the employee returns to work, retires, or for a period of two years, whichever occurs first.

Article 13 - RETIREMENT

- 13.1 CalPERS. The City will provide a "Miscellaneous" plan retirement benefit through the California Public Employees' Retirement System (CalPERS) for employees in this bargaining unit. The specific plan option available to an eligible employee is dependent upon the date on which the employee entered service with a CalPERS member agency, as described in paragraphs (a) and (b) below. All employee costs required by this section shall be treated as 414(h)(2) pretax earnings.
1. An employee who is determined by CalPERS to be a "New Member" as defined by PEPPRA shall be enrolled in the CalPERS PEPPRA Miscellaneous Plan of 2% @ 62 formula. Each such employee shall pay 50% of the total normal cost (TNC) rate assessed by CalPERS for members in this benefit group, but in no event will the City pay the Employee share. TNC is defined as: "sum of the employer normal cost rate and the employee contribution rate."
2. For compensable service beginning earlier than January 1, 2013, an employee will be enrolled in the CalPERS Classic Miscellaneous Plan of 2% @ 55 formula. Each such employee shall pay the "Employee" share of premium costs assessed by CalPERS, currently 7% of payroll, plus 3% of the "Employer" share of costs assessed by CalPERS. Verbiage revision effective 10/1/2023.
- 13.2 Medicare. For employees hired after August 1, 1994, the employee will pay the 1.45% employee portion of Medicare withholding.
- 13.3 Survivor's Benefits. The employee will pay for survivor benefits at PERS level four.

Article 14 - MISCELLANEOUS BENEFITS

- 14.1 Counseling Service Program. Counseling Service Program. The City will provide a Counseling Service Program for employees and their dependents.
- 14.2 Flexible Benefit Plan. The City agrees to provide a flexible benefit plan pursuant to Internal Revenue Code Section 125, for dependent childcare and excess medical costs.
- 14.3 Deferred Compensation. Employees covered by this M.O.U. are eligible to participate in a deferred compensation plan of their choice of which the City is a member agency. The City shall offer a payroll deduction program to allow employees to designate a portion of their salary to be deferred. Employees may request forms from the Finance Department. Employees shall make contributions to the plan on a voluntary basis.
- 14.4 Parking Cost. The City agrees to provide to the employees of this Unit who are required to use public parking zones a parking permit for said parking zones at no cost to the employee.
- 14.5 Boot Allowance. The Code Enforcement/Building Inspector, Wastewater Collection Operator, Maintenance Worker, Equipment Fire Mechanic, and Senior Maintenance Worker will be paid an annual allowance of \$300, to be paid annually in one lump payment on or before December 10.
- 14.6 Uniforms. The City will pay three hundred dollars (\$300) per year to each employee in job classifications Wastewater Collection Operator, and five hundred dollars (\$500) to each employee in job classifications Maintenance Worker, Fire Mechanic, and Senior Maintenance Worker to cover special expenses relating to uniforms, safety equipment and personal tools. The sum will be paid annually in lump sum payment on or before December 10. The City will continue to provide: Shirts, Rain Gear, Safety Equipment and Hats; while the Employee will use the Uniform Allowance to purchase: Pants, Coveralls, Sweatshirts, Personal Tools, etc.

Article 15 – DISCIPLINARY PROCEDURE

- 15.1 Improper conduct by an employee in the service of the City shall be cause for disciplinary action. The policy, process and procedures for, and appeals to, disciplinary action are those outlined in Title 5, Part 2, Chapter 4 of the Marysville Administrative Code, as may be amended during the term of this MOU.

Article 16 – GRIEVANCE PROCEDURE

- 16.1 The City has provided for an orderly process whereby employees covered by this agreement may have their employment grievances considered as fairly and rapidly as possible without fear of reprisal. The policy, process and procedures are outlined in Section 8650 of the Marysville Administrative Code, as may be amended during the term of this MOU. The City agrees to notify the Teamsters and meet and confer on any proposed modifications that are within the scope of representation.

Article 17 - COMPENSATION

17.1 Wages

1. Effective July 1, 2023, the City shall add 4% base monthly pay to the 5-step system to the entire unit, in addition the following Job Classifications; the Maintenance Worker Series (I, II and Sr.); Wastewater Collection Operator I and II and the Fire Mechanic will have 5% added to the top step of the pay scale that will be effective with the next applicable step increase (as noted below). *Please see table below for further explanation, for the classifications called out above.*

Current Step	New Step Effective 7/1/2023
1	-
2	1
3	2
4	3
5	4
-	5

2. Effective July 1, 2024, the City shall add 2%base monthly pay to the 5-step system to all unit positions.
3. There will continue to be a 5% spread between each step of the entire unit.

Each employee will be eligible to advance one step each year on their employment anniversary following receipt of a favorable performance evaluation. Once an employee reaches the top step, they shall no longer be eligible for step increases.

17.2 Unemployment Compensation. The City agrees to provide Unemployment Compensation coverage for its employees covered by the MOU. Upon resignation from the City, the employee shall provide to the City a statement as to the reason for their resignation and their authorization for the City to release said information to the California Employment Development Department upon a request for information regarding an Unemployment Compensation Claim.

17.3 Jury Duty. The City will pay jury pay as outlined in Section 7552 of the Marysville Administrative Code, as may be amended during the term of this MOU. The City agrees to notify the Teamsters and to meet and confer on any proposed modifications that are within the scope of representation.

17.4 Travel. When an employee receives prior authorization to use his/her private vehicle on City business, the employee will be reimbursed at the IRS rate for mileage.

17.5 Education Incentive. The City will provide a \$250 per year Educational Incentive for an AA Degree in a field approved by the City Manager to an employee in any position that

does not require an AA or higher degree. This amount will be paid over a 12-month period and will be added to the monthly base pay for the computation of overtime.

17.5.1 Certificate Pay. For employees with certificates in the following categories (as determined necessary by the supervisor), the City will pay an additional one percent (1%) for each certificate, up to a maximum of three percent (3%): Residential, Industrial and Institutional; Landscape Maintenance; Right-of-Way; Aquatic; and others as approved by the City Services Director. An additional one percent (1%) will be paid to one employee for having a current Pest Control Advisor license, with a maximum of four percent (4%) for that employee for all certificates and licenses. The Certificate Pay will be added to the monthly base pay for the computation of overtime. The City will pay for the cost of obtaining and maintaining all required certificates or licenses for wastewater treatment or pesticide handling.

*A new Certificate Program will be a reopener during this cycle of the MOU.

17.6 Longevity. Employees with 10 years of continuous employment with the City shall receive a 2.5% increase to base pay, 15 years of continuous employment with the City shall receive an additional 2.5% increase to base pay (total 5%), 20 years of continuous employment with the City shall receive an additional 2.5% increase to base pay (total 7.5), 25 years of continuous employment with the City shall receive an additional 2.5% increase to base pay (total 10%). Longevity steps are stackable.

17.7 The City shall compensate employees who are certified as Spanish speaking at the rate of \$100 per month. A maximum of two Teamsters employees may be designated bilingual.

17.8 The City shall compensate employees who maintain a Class A commercial driver's license at the rate of \$100 per month. A maximum of three Teamsters employees may be designated in writing by the Department Head to receive the differential.

Article 18 – BEREAVEMENT LEAVE

Establish a program compliant with AB 1949.

Article 19 – RESIDENT INCENTIVE

Sewer Bill Reimbursement: City will reimburse employees that live in an owner-occupied residence within Marysville City limits, effective with the July 2023 services. Employees must provide the Finance Department with: a copy of the sewer bill and proof that payment cleared your financial institution (i.e., bank statement, credit card statement, cash receipt etc.). Reimbursements will be processed as quickly as possible (but could take up to two weeks) post submittal of a completed packet. Any type of fees assessed by UMS (or future billing company for services) is not reimbursable.

Article 20 – DRIVE

The employer agrees to deduct from the paycheck of all Employees covered by this agreement voluntary

contributions to the Democrat Republican Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a monthly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall remit to DRIVE National headquarters, on a monthly basis, in one Check, the total amount deducted along with the name and social security number of each employee on whose behalf a deduction is made, and the amount deducted from the employee's paycheck.

The Union and DRIVE agree to indemnify the Employer and to hold the Employer harmless for all monies which are deducted in accordance with DRIVE instructions, and which are disputed by the involved employee. The Union, DRIVE and the Employee further agree that all disputed deductions are to be resolved between the Union, DRIVE, and the Associates themselves without the involvement of the Employer.

Article 21 – SAVINGS CLAUSE

If any article or section of this contract, or any rider thereto, should be held invalid, illegal or unenforceable by operation of law, or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity or legality, the remainder of this contract or any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

It is further the intent that should any article or sections of this contract be held invalid, illegal, or unenforceable and inoperable, that article or section shall be renegotiated in an attempt to provide validity, legality and acceptability to such section or article.

Article 22 – AMENDMENTS CLAUSE

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties and shall constitute a part of this Agreement.

Article 23 – ENTIRE AGREEMENT WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject as matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this agreement. Therefore, the City and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement. This agreement may only be amended during its term by the mutual agreement in writing of both parties.

This contract contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution here of and not set forth herein.

Article 24 - TERM

Except as provided below, this MOU shall be in full force and effect from July 1, 2023, through June 30, 2025.

For Teamsters Local 137

For the City of Marysville

Misty Tanner 10/2/23
Misty Tanner, Representative Date

Jim Schaad 10/4/23
Jim Schaad, City Manager Date

Teamsters MOU

MOU Effective July 1, 2023 - June 30, 2025 Year 1

4% General Increase plus 5% Top Step Increase *

Title		Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	Hourly	\$27.05	\$28.40	\$29.82	\$31.31	\$32.88
	Monthly	\$4,688.13	\$4,922.54	\$5,168.66	\$5,427.10	\$5,698.45
	Annual	\$ 56,257.56	\$ 59,070.44	\$ 62,023.96	\$ 65,125.16	\$ 68,381.41
Administrative Assistant	Hourly	\$21.20	\$22.26	\$23.37	\$24.54	\$25.77
	Monthly	\$3,674.69	\$3,858.43	\$4,051.35	\$4,253.92	\$4,466.61
	Annual	\$ 44,096.32	\$ 46,301.14	\$ 48,616.19	\$ 51,047.00	\$ 53,599.35
Building Inspector/ Code Enforcement Officer	Hourly	\$27.45	\$28.82	\$30.26	\$31.77	\$33.36
	Monthly	\$4,757.61	\$4,995.49	\$5,245.26	\$5,507.52	\$5,782.90
	Annual	\$ 57,091.27	\$ 59,945.83	\$ 62,943.12	\$ 66,090.28	\$ 69,394.79
*Fire Mechanic	Hourly	\$35.18	\$36.93	\$38.78	\$40.72	\$42.76
	Monthly	\$6,096.90	\$6,401.74	\$6,721.83	\$7,057.92	\$7,410.81
	Annual	\$ 73,162.74	\$ 76,820.88	\$ 80,661.92	\$ 84,695.02	\$ 88,929.77
*Maintenance Worker I	Hourly	\$18.95	\$19.90	\$20.89	\$21.94	\$23.04
	Monthly	\$3,284.81	\$3,449.05	\$3,621.50	\$3,802.57	\$3,992.70
	Annual	\$ 39,417.66	\$ 41,388.55	\$ 43,457.97	\$ 45,630.87	\$ 47,912.42
*Maintenance Worker II	Hourly	\$20.87	\$21.92	\$23.01	\$24.16	\$25.37
	Monthly	\$3,617.89	\$3,798.79	\$3,988.73	\$4,188.16	\$4,397.57
	Annual	\$ 43,414.71	\$ 45,585.45	\$ 47,864.72	\$ 50,257.96	\$ 52,770.86
Planning Technician	Hourly	\$24.54	\$25.77	\$27.05	\$28.41	\$29.83
	Monthly	\$4,253.32	\$4,465.98	\$4,689.28	\$4,923.75	\$5,169.93
	Annual	\$ 51,039.81	\$ 53,591.80	\$ 56,271.39	\$ 59,084.96	\$ 62,039.20
Senior Accountant	Hourly	\$38.01	\$39.91	\$41.90	\$44.00	\$46.20
	Monthly	\$6,588.00	\$6,917.40	\$7,263.28	\$7,626.44	\$8,007.76
	Annual	\$ 79,056.06	\$ 83,008.86	\$ 87,159.30	\$ 91,517.27	\$ 96,093.13
*Senior Maintenance Worker	Hourly	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99
	Monthly	\$3,991.87	\$4,191.46	\$4,401.03	\$4,621.08	\$4,852.14
	Annual	\$ 47,902.39	\$ 50,297.51	\$ 52,812.39	\$ 55,453.01	\$ 58,225.66
*Waste Water Collections Operator I	Hourly	\$25.65	\$26.93	\$28.28	\$29.70	\$31.18
	Monthly	\$4,446.24	\$4,668.55	\$4,901.98	\$5,147.08	\$5,404.44
	Annual	\$ 53,354.91	\$ 56,022.66	\$ 58,823.79	\$ 61,764.98	\$ 64,853.23
*Waste Water Collections Operator II/III	Hourly	\$28.70	\$30.14	\$31.64	\$33.23	\$34.89
	Monthly	\$4,974.95	\$5,223.69	\$5,484.88	\$5,759.12	\$6,047.08
	Annual	\$ 59,699.36	\$ 62,684.33	\$ 65,818.55	\$ 69,109.47	\$ 72,564.95

Teamsters MOU

MOU Effective July 1, 2023 - June 30, 2025 Year 2

2% General Increase

Title		Step 1	Step 2	Step 3	Step 4	Step 5
Accountant	Hourly	\$27.59	\$28.97	\$30.42	\$31.94	\$33.53
	Monthly	\$4,781.89	\$5,020.99	\$5,272.04	\$5,535.64	\$5,812.42
	Annual	\$ 57,382.71	\$ 60,251.85	\$ 63,264.44	\$ 66,427.66	\$ 69,749.04
Administrative Assistant	Hourly	\$21.62	\$22.71	\$23.84	\$25.03	\$26.28
	Monthly	\$3,748.19	\$3,935.60	\$4,132.38	\$4,339.00	\$4,555.95
	Annual	\$ 44,978.25	\$ 47,227.16	\$ 49,588.52	\$ 52,067.94	\$ 54,671.34
Building Inspector/ Code Enforcement Officer	Hourly	\$28.00	\$29.40	\$30.87	\$32.41	\$34.03
	Monthly	\$4,852.76	\$5,095.40	\$5,350.17	\$5,617.67	\$5,898.56
	Annual	\$ 58,233.09	\$ 61,144.75	\$ 64,201.98	\$ 67,412.08	\$ 70,782.69
Fire Mechanic	Hourly	\$35.88	\$37.67	\$39.56	\$41.53	\$43.61
	Monthly	\$6,218.83	\$6,529.77	\$6,856.26	\$7,199.08	\$7,559.03
	Annual	\$ 74,626.00	\$ 78,357.30	\$ 82,275.16	\$ 86,388.92	\$ 90,708.37
Maintenance Worker I	Hourly	\$19.33	\$20.30	\$21.31	\$22.38	\$23.50
	Monthly	\$3,350.50	\$3,518.03	\$3,693.93	\$3,878.62	\$4,072.56
	Annual	\$ 40,206.02	\$ 42,216.32	\$ 44,327.13	\$ 46,543.49	\$ 48,870.67
Maintenance Worker II	Hourly	\$21.29	\$22.35	\$23.47	\$24.65	\$25.88
	Monthly	\$3,690.25	\$3,874.76	\$4,068.50	\$4,271.93	\$4,485.52
	Annual	\$ 44,283.01	\$ 46,497.16	\$ 48,822.02	\$ 51,263.12	\$ 53,826.27
Planning Technician	Hourly	\$25.03	\$26.28	\$27.60	\$28.97	\$30.42
	Monthly	\$4,338.38	\$4,555.30	\$4,783.07	\$5,022.22	\$5,273.33
	Annual	\$ 52,060.60	\$ 54,663.63	\$ 57,396.81	\$ 60,266.65	\$ 63,279.99
Senior Accountant	Hourly	\$38.77	\$40.71	\$42.74	\$44.88	\$47.12
	Monthly	\$6,719.76	\$7,055.75	\$7,408.54	\$7,778.97	\$8,167.92
	Annual	\$ 80,637.18	\$ 84,669.04	\$ 88,902.49	\$ 93,347.61	\$ 98,014.99
Senior Maintenance Worker	Hourly	\$23.49	\$24.67	\$25.90	\$27.19	\$28.55
	Monthly	\$4,071.70	\$4,275.29	\$4,489.05	\$4,713.51	\$4,949.18
	Annual	\$ 48,860.44	\$ 51,303.46	\$ 53,868.64	\$ 56,562.07	\$ 59,390.17
Waste Water Collections Operator I	Hourly	\$26.16	\$27.47	\$28.85	\$30.29	\$31.80
	Monthly	\$4,535.17	\$4,761.93	\$5,000.02	\$5,250.02	\$5,512.52
	Annual	\$ 54,422.01	\$ 57,143.11	\$ 60,000.27	\$ 63,000.28	\$ 66,150.29
Waste Water Collections Operator II/III	Hourly	\$29.28	\$30.74	\$32.28	\$33.89	\$35.59
	Monthly	\$5,074.45	\$5,328.17	\$5,594.58	\$5,874.31	\$6,168.02
	Annual	\$ 60,893.35	\$ 63,938.02	\$ 67,134.92	\$ 70,491.66	\$ 74,016.25