

AGREEMENT

By and Between

CITY OF MARYSVILLE, WASHINGTON

and

MARYSVILLE POLICE MANAGEMENT ASSOCIATION

COMMANDERS

Effective: January 1, 2025
To: December 31, 2027

AGREEMENT BETWEEN
THE CITY OF MARYSVILLE
AND MARYSVILLE POLICE MANAGEMENT ASSOCIATION

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AGREEMENT

By and Between
CITY OF MARYSVILLE, WASHINGTON
and
MARYSVILLE POLICE MANAGEMENT ASSOCIATION
(COMMANDERS)

The Marysville Police Management Association and the City of Marysville, Washington mutually recognize the importance of ensuring the highest level of public service. The parties agree that it is of paramount importance that they constantly and vigilantly work to further this goal. Both parties are dedicated to providing the best possible police protection to the citizens of Marysville and have entered into this collective bargaining agreement to set forth their complete agreement in a spirit of cooperation and collaboration.

This Agreement is by and between the City of Marysville, Washington, herein after referred to as the Employer or the City, and Marysville Police Management Association, hereinafter referred to as the Association or MPMA.

ARTICLE I - RECOGNITION, ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTION

- 1.1 **Recognition:** The Employer recognizes the Association as the sole collective bargaining representative for all Police Management employees of the City of Marysville, Washington employed in the Marysville Police Department Pursuant to PERC Certification in Decision 13092-PECB, including all Full-Time Commissioned Police Lieutenants and Commanders, excluding the Police Chief, Assistant Chief, commissioned officers below the rank of Lieutenant, confidential employees, and all other employees of the City of Marysville, Washington.
- 1.2 **Association Membership:** Every employee in the bargaining unit shall have the option to join the Association. Employees with questions about Association membership shall consult with an Association representative.
- 1.3 **Payroll Deduction:** Upon notice from the Association of an employee's notice of authorization, the Employer shall deduct the dues, fees, or assessments as determined by the Association. The Association shall certify to the Employer the value of the dues, fees, or assessments, which must be uniform and regular to accommodate the monthly computer-processed payroll. On a monthly basis, the Employer shall deduct the amounts and remit them to the Association. Employees requesting to revoke authorization for monthly deductions shall submit a written request to the Association. The Employer will stop deductions after receiving confirmation from the Association that the requesting employee has properly revoked authorization. Every effort will be made by the Employer to stop monthly deductions the first payroll cycle after confirmation is received by the Association, but in no event later than the second payroll cycle. No deduction shall be made which is prohibited by applicable law. The Association shall indemnify and save harmless the Employer from any and all liability resulting from the dues check-off system.

- 1.4 **Hold Harmless**: The Association shall indemnify and hold the Employer harmless from taking any action requested in writing by the Association.
- 1.5 **Association Representatives**: It is recognized that the Marysville Police Management Association Executive Board (President and one (1) Vice President or their designee) shall be required to absent themselves from their regular duties while attending negotiation sessions, grievance meetings, and labor-management discussions.
- 1.5.1 The Chief of Police may, at his/her discretion, release employees to attend meetings during regular working hours without loss of pay. The Employer may restrict this time when such release time from regular duty assignments will substantially impair the ability of the department to function with its remaining regularly scheduled staff. Employees in the bargaining unit shall be permitted to attend meetings of the Marysville Police Management Association without loss of the pay during scheduled working hours: provided, that said attendance shall not substantially impair the ability of the department to maintain operations.
- 1.5.2 Employer agrees to provide release time for any employees whose attendance is requested at a meeting by the LEOFF System Board or local disability board, the Civil Service Commission, or a labor arbitrator selected under the terms of this agreement.
- 1.6 **Bulletin Boards**: The Employer shall provide space on or for a bulletin board which may be used by the Association. The Association shall be strictly liable to the city for any unsuitable material posted on the Bulletin Board.
- 1.7 **New-Hire Orientation**: The Association shall be afforded thirty (30) minutes during each newly-hired or newly-promoted employee's regular working hours for purposes of presenting information about the bargaining unit and Association representation ("orientation"). One (1) employee acting in the capacity of an Association representative will be provided thirty (30) minutes paid release time to provide the orientation, provided no interruption to City business or risk to public safety. Orientation shall generally occur within the first two (2) weeks of hire, but in no instance any later than ninety (90) calendar days.

ARTICLE II - NON-DISCRIMINATION & ASSOCIATION INVESTIGATION

- 2.1 **Non-Discrimination:** No employee shall be discriminated against for upholding Association principles or serving on a committee and shall not lose his/her job or be discriminated against for this reason; provided however; such activities shall not interfere with the employee's work duties.
- 2.2 The Employer and the Association shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, gender, sexual orientation, national origin, or marital status, or the presence of any physical, mental, or sensory impairment, or age, unless such physical, mental, or sensory impairment, or age, is a bona fide occupational qualification.
- 2.2.1 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.
- 2.3 **Conduct of Association Business:** Association business such as handling grievances and other legitimate routine matters may be conducted on Police Department premises provided that such business does not interfere with City operations. Scheduled Association meetings may be held in City facilities provided such meetings do not interfere with City operations.

ARTICLE III - HOURS OF WORK, ON CALL, FLSA EXEMPT

- 3.1 **Hours of Work:** Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week with an annual total of two thousand eighty (2080) hours; however, emphasis is placed on meeting the responsibilities assigned to the position rather than working a specified number of hours, therefore command personnel may be expected to work outside of a regular forty (40) hour week, including periods where additional work is required. The City has the discretion to assign the work schedule for each employee of the bargaining unit. Unless otherwise assigned by the City, the normal schedule for hours of duty for employees in the bargaining unit shall be as follows:
- 3.1.1 Bargaining unit employees are FLSA exempt and will typically work either four (4) consecutive 10-hour days followed by three (3) consecutive days off, or five (5) consecutive 8-hour days followed by two (2) consecutive days off. With approval from the Chief of Police, a Commander may work a 9/80 schedule. The Commanders will typically work a day shift, with days off Saturday and Sunday consecutively for the 5-8 schedule with either a Monday or Friday for the 4-10 schedule. Police Management employees are “on-call” during lunch and breaks and are included in the paid hours of work. Breaks/lunch will be observed during slack periods. As FLSA exempt, the City recognize that these employees have some flexibility in their schedule but are expected to work a typical 40-hour work week and complete all necessary work tasks.
- 3.1.2 Bargaining unit employees may occasionally be required to work on their scheduled day off. When a bargaining unit member is required to work on a scheduled day off, with approval of the Chief of Police or designee the member may adjust their schedule to take a different day off within the same pay period. The employee will document the use of adjusted days.
- 3.2 **On-Call:** Police Management employees are subject to on-call duties. The duration of on-call shifts, the rotation schedule, and the responsibilities/expectations of being on-call will be established by the Chief. While on-call, employees will make themselves available to other department members for the purpose of receiving command notification, or to consult over the phone or respond in person to a situation or event, or to physically respond in the event of an emergency. Employees who are assigned on-call duties and included in the on-call rotation will be provided Command Duty Pay (CDP) at the rate of six percent (6%) of base monthly salary when included in the rotation. CDP is intended to compensate employees for the additional responsibilities outside of the regular work schedule. Employees are subject to excusal from on-call responsibilities at the sole discretion of the Chief.
- 3.3 **FLSA Exempt:** The City and the Association agree that Police Management employees are FLSA exempt and not eligible for overtime compensation. However, it is acknowledged that employees will be required to spend additional time over and above their regular workweek engaged in activities for the City. Therefore:
- 3.3.1 **Administrative Leave:** Employees shall receive 80 hours of administrative leave on January 1st of each calendar year. Leave hours will be pro-rated by month for new and separated employees. These hours can be used as leave during the calendar year received,

or any remaining balance may be cashed-out. Employees who elect to cash out their administrative leave shall notify by email the HR Department by November 15th, the number of hours they wish to cash out for payout in the first payroll of the month of December. Administrative leave hours that are not used or cashed-out during the calendar year may not be carried over to the subsequent calendar year.

ARTICLE IV - WAGES

- 4.1 Each employee covered by this Agreement shall be compensated in accordance with the rates of pay as set forth below:
- 4.2 New “lateral” employees may be given credit for prior work experience in computing salary and setting annual vacation accruals. The City shall determine the placement on the salary grid and vacation accrual tier.
- 4.3 **Promotion:** An employee who is promoted will be placed into the new pay grid at the step that provides for a minimum base wage increase of 5%. In calculating a promoted employee’s base wages for purposes of this provision, longevity and education pay received by the employee at the time of promotion will be included.
- 4.4 Effective January 1, 2025, the pay grid for the Commander rank shall change from seven (7) steps to five (5) steps. The rates of pay for each pay grade in the Commander rank shall then be increased by five percent (5%) as follows and each employee will be placed at the closest step in the pay grade that provides a minimum five percent (5%) increase:

Title	Step 1	Step 2	Step 3	Step 4	Step 5	
Police Commander	\$168,141	\$175,287	\$182,736	\$190,503	\$198,818	Annual
	\$14,012	\$14,607	\$15,228	\$15,875	\$16,568	Monthly
	\$80.84	\$84.27	\$87.85	\$91.59	\$95.59	Hourly

Effective January 1, 2026, the rates of pay for each pay grade in the Commander rank shall be increased by the same percentage as agreed to in the Marysville Police Officer Association (MPOA) Commissioned Law Enforcement Officers agreement for January 1, 2026 pay grade increases.

Effective January 1, 2027, the rates of pay for each pay grade in the Commander rank shall be increased by the same percentage as agreed to in the Marysville Police Officer Association (MPOA) Commissioned Law Enforcement Officers agreement for January 1, 2027 pay grade increases.

- 4.5 **Deferred Compensation:** The City will pay 1% of employee base wages per month per employee into a deferred compensation account. Employee will choose one of the deferred compensation plans currently offered by the City.

ARTICLE V - HOLIDAYS

5.1 Employees shall receive the following holidays and associated benefits of this Section V and such other days as the City Council may establish without a reduction in pay:

January 1 st	New Year's Day
3 rd Monday in January	Martin Luther King, Jr.'s Birthday
3 rd Monday in February	President's day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4 th	Independence Day
1 st Monday in September	Labor Day
November 11 th	Veteran's Day
4 th Thursday in November	Thanksgiving Day
The day after Thanksgiving Day	Day after Thanksgiving
December 25 th	Christmas Day

5.2 The holidays listed in section 5.1 shall be observed in accordance with the terms and conditions of the City's policy on Employee Leaves and Holidays. The City policy recognizes 8 hours leave for holidays. If the City recognizes a new City-wide holiday for all employees, bargaining unit employees will be granted the holiday as if set forth above.

When an employee works a 4 day/10-hour shift work week, the employee may:

- 1) Alter his/her work schedule during the holiday week and work 8-hour work days in which case the employee may utilize the 8 hours holiday leave on the recognized holiday, or:
- 2) Continue his/her 4 day/10-hour shift during the holiday week and utilize the 8 hour holiday leave, supplemented by using 2 hours vacation leave to make up the difference to take the holiday off. If the holiday falls on a day off, the exempt employee will observe the holiday on a day within the same pay period.

If an employee works a 9/80 schedule and a holiday falls on the employee's regularly scheduled day off, the employee will take 8 hours off on another day within the same pay period as the holiday.

Should the dates for any such holiday be changed by the Legislature or the Governor or the State of Washington, said holiday shall be observed on the date established by the change and not the date set forth within Section 5.1.

ARTICLE VI - VACATION

6.1 Association members shall accrue vacation privileges at the following rates based on employee's years of service.

<u>YEARS OF EMPLOYMENT</u>	<u>DAYS</u>	<u>HOURS</u>
1 through 2	11 days	88 hrs
3 through 5	13 days	104 hrs
6	16 days	128 hrs
7 through 8	17 days	136 hrs
9 through 10	19 days	152 hrs
11	21 days	168 hrs
12 through 13	22 days	176 hrs
14 through 15	23 days	184 hrs
16 through 17	24 days	192 hrs
18 through 19	25 days	200 hrs
20 and more	26 days	208 hrs

6.2 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 with the City regardless of the employee's coverage by this, another or no bargaining unit prior to becoming subject to this Agreement. Employees who promote from the Marysville Police Officers Association shall maintain their accrued, unused vacation leave, subject to the limitation stated in section 6.2.1 below. Accruals exceeding this limitation, if any, shall be cashed-out in the accordance with the terms of the MPOA collective bargaining agreement; any such cash-out is contingent on the terms of the MPOA collective bargaining agreement.

6.2.1 Employees are permitted a maximum accrual of unused vacation equal to the number of vacation hours which the employee would have earned over a period of (2) years, based on the employee's then-current vacation accrual tier. For example, an employee with five (5) years of employment is entitled to accrue a maximum of 208 hours (104 hours x 2) of unused vacation leave. Vacation hours accrued as of December 31 of each calendar year that exceed this maximum shall be forfeited, unless due to matters beyond the employee's control, the employee is unable to take a scheduled vacation which will result in the employee losing vacation hours, in which case the time shall be carried forward and used by the end of April of the subsequent year.

6.3 No employee shall receive compensation for unused vacation leave greater than four hundred and sixteen (416) hours at the time of retirement or resignation, paid as regular wages at the employee's regular straight-time hourly rate. Leave up to two hundred and forty (240) hours shall be paid as regular wages at the employee's regular straight time hourly rate. Leave in excess of two hundred and forty (240) hours shall be deposited into a Health Reimbursement Arrangement plan.

6.3.1 In the event of death in the line of duty, payment of all unused vacation leave shall be made to the surviving spouse or to the employee's estate if there is no spouse at the employee's regular straight-time hourly rate of pay.

- 6.4 Vacation leave shall not accrue during any pre-approved 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.
- 6.5 Vacation time shall be taken at a time mutually agreeable to the Chief of Police or his designee and the employee. Vacation carry over must be pre-approved by the City Administrator.
- 6.6 Earned vacation leave may be taken at any time during a period of sickness after the expiration of accumulated sick leave.
- 6.7 Employees upon being appointed to 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.
- 6.8 An employee who fails to provide a two (2) week advance notification of intent to retire or resign shall forfeit rights to earned vacation cash-out. The two (2) week notice may be waived by the City Administrator in situations that would make such notice by the employee impossible. The maximum forfeiture shall not exceed the amount accrued during the preceding twelve (12) months.
- 6.9 A day for purposes of this Article shall mean eight (8) consecutive hours.

ARTICLE VII - LEAVES

7.1 **Sick Leave:** Employees shall be entitled to receive accident or sick leave of one (1) day (eight (8) hours) for each month of employment. Each employee may accumulate an unlimited amount of sick leave during the calendar year, but may carry-over only a maximum of 1,440 hours per calendar year, with any amounts exceeding 1,440 hours on December 31 deemed forfeited. An employee who takes sick leave for an authorized purpose, as defined below, shall be entitled to full salary for each day of missed work, or portion thereof, up to the total number of accumulated days of accident or sick leave. An employee shall notify his/her supervisor of any absence prior to the commencement of his regular work period unless circumstances make such notification impossible. If the employee is unable to provide notice prior to the commencement of his/her regular work period, then the employee should provide notice as soon as reasonably possible thereafter. If necessary, the employee may designate another person (*e.g.*, family member, friend, co-worker) to provide notice on his/her behalf. Failure to properly notify the supervisor may result in denial of sick leave pay.

7.1.1. **Authorized Purposes:** Sick leave may be used for the following authorized purposes:

7.1.1.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

7.1.1.2 To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;

7.1.1.3 When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and

7.1.1.4 When the employee's need for leave qualifies for leave under Washington's Domestic Violence Leave Act, RCW 49.76.

7.1.1.5 Solely for purposes of defining authorized sick leave usage under Section 7.1, "family member" shall include the following: (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in *loco parentis*, is a legal guardian, or is a *de facto* parent, regardless of age or dependency status; (b) a biological, adoptive, *de facto*, or foster parent, stepparent, or legal guardian of an 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; (c) spouse; (d) registered domestic partner; (e) grandparent; (f) grandchild; or (g) sibling.

7.1.2 Upon DRS-eligible retirement or involuntary layoff, an employee may use sick leave earned but not used in excess of three hundred and sixty (360) hours by converting the value to an HRA/VEBA contribution at a ratio of 32 hours sick leave to 8 hours HRA/VEBA

contribution. Any cash out is subject to taxes and cannot be put into the medical retirement health savings plan.

7.1.2.1 In the event of death in the line of duty, payment of all unused sick leave shall be made to the surviving spouse or to the employee's estate if there is no spouse at the employee's regular straight-time hourly rate of pay.

7.1.3 The certificate of a physician and/or a written report concerning the need for the sick leave may be required by the Employer, and if so required, shall be supplied by the employee in order to qualify for sick leave with pay. Such medical verification may be requested by the Employer after an employee has been absent for more than three (3) scheduled workdays. When medical verification is required by the Employer, an employee shall have ten (10) calendar days, beginning on the date of the first sick leave absence, to obtain and provide the verification. An employee is subject to excusal from the requirement of providing medical verification if the employee establishes an "unreasonable burden or expense," as that phrase is defined by Washington law that cannot be adequately mitigated by the Employer.

7.2 **Light Duty:** Employees with an injury that results in disability of more than 5 consecutive working days off may request to be assigned to temporary light duty work or, at the City's request, the employee may agree to work light duty. Employees injured on the job will be given preference in filling temporary light duty assignments. Consideration for temporary light duty assignments will be made on a case by case basis and will be contingent upon the procedures established in the City's Personnel Rules, Workplace Health and Safety – Return to Work Procedures and Temporary Light Duty Policy. The Light Duty provisions of this Agreement shall not amend or modify the requirements for physical and/or mental fitness required by the Civil Service Rules and Regulations for the City of Marysville, as amended and will not interfere with the application of Civil Service Rule XIV, § 4.

7.2.1 Light Duty assignments, when granted, shall only be for work that does not require the physical and/or mental standard for "on duty Police Officers". The availability and content of work that does not require full "on duty" physical and/or mental fitness, shall be determined by the Chief of Police, with concurrence of the City Administrator, in their absolute discretion.

7.2.2 Employees granted Light Duty assignments, and who accept same, where the pay rate is less than the employee's normal wage or if an employee is denied requested light duty assignments shall be able to "make up" any deficiency in full straight time monthly earnings through the use of sick leave. And when sick leave is so used the required supplemental amount shall be charged against the employee's sick leave account only on the basis of half of the amount required for the wage supplement for work related disability or illness.

7.3 **Bereavement Leave:** If an employee covered by this agreement suffers a death in the immediate family, said employee shall be entitled to three (3) days off with pay. The employee shall be entitled to up to five (5) days off with pay if out-of-state travel is required to attend an organized remembrance.

- 7.3.1 “Immediate family” for bereavement leave shall be defined in accordance with the City’s Personnel Rules.
- 7.4 **Leaves of Absence:** Leaves of absence may be granted to an employee upon approval by the Employer, preserving seniority status. Seniority shall not accrue during any such leave of absence.
- 7.5 **Temporary Disability Leave:** Other than LEOFF I, regular employees who are physically unable to perform the functions of their position for medical reasons may be placed on temporary disability leave. Temporary disability leave shall be granted for illness, injury, surgery, or because of pregnancy or childbirth and shall only be granted for the period of disability and shall not exceed one (1) year, unless otherwise required by state or federal law.
- 7.6 The Employer shall provide leave and benefits under the Family Medical Leave Act (FMLA) and Paid Family Medical Leave Program (PFML), as required by state and federal law, and administered in accordance with the Employer’s personnel policies and practices. In the event the personnel policies or practices conflicts with state or federal law, then the minimum requirements of the law shall apply. To the extent available, an employee shall use accrued paid leave (e.g. sick leave, vacation, administrative leave, etc.) during FMLA leave to assure that the total scheduled leave of all kinds shall not exceed twelve (12) weeks in a period of 52 consecutive weeks, except that an employee may reserve up to a total of thirty (30) hours of accrued paid leave benefits during an FMLA leave of absence. During FMLA leave, the Employer shall continue the employee’s health insurance benefits on the same basis as active employees.
- 7.7 Eligible employees are covered by Washington’s Paid Family and Medical Leave Program (PFML), RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law. The City will pay the designated employer’s share of PFML premiums and employees will pay the designated employee’s share of PFML premiums via payroll deduction. In addition, the City retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.
- 7.8 **Shared Leave:** Shared leave shall be pursuant to the City’s personnel policy which shall not be changed without bargaining with the Association.
- 7.9 **On-The-Job Injury:** Should an employee suffer an on-the-job injury covered by L&I Workers’ Compensation benefits, the City will pay the employee 100% of the difference between the value of the time-loss payments and the employee’s regular pay, for up to four (4) weeks for each covered injury. The four (4) week period shall be based on calendar days, beginning on the date of the injury. In order to qualify for this benefit, employees must timely apply for Workers’ Compensation benefits and surrender their time-loss checks to the City. In no instance will an employee be eligible to earn more than 100% of his/her regular salary.

ARTICLE VIII - HEALTH AND WELFARE

- 8.1 **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 any of the following plans: (1) a self-insured Premera PPO plan offered by the City; or (2) Association of Washington Cities (“AWC”) Kaiser 200 HMO.

During the term of this Agreement, the City retains the discretion to change either the insurance model (self-insured vs. fully- or partially-insured) and/or the specific plans offered for medical, dental, vision, disability, and false arrest insurance, but agrees to bargain the impacts of any such changes with the Association, including any resulting changes to benefit levels or employee costs.

- 8.1.1 The City and Association will establish a Health Reimbursement Arrangement (VEBA) plan that will be funded to pay or reimburse eligible out-of-pocket healthcare costs and premiums for the employee, spouse, and qualified dependents. This Health Reimbursement Arrangement will allow funding through article (6.3) vacation leave cash out and mandatory deductions from employee’s wages. Rules regarding qualified contributions to the plan shall be as outlined by the chosen provider for this plan and the applicable IRS regulations. In no instance will a VEBA contribution be permitted that triggers actual tax liability under the “Cadillac Tax” of the Affordable Care Act.

The City will remit the amount deducted to the qualified Health Reimbursement Arrangement plan on behalf of each member. Each Association member is required to participate in this program and deduct the amount the MPMA members agree upon each year through a vote of its membership.

- 8.2 **Dental Insurance:** The Employer shall pay each month one hundred percent (100%) of the premium necessary of the purchase of employee and dependent coverage under the Association of Washington Cities’ Delta Dental Plan F, or equivalent self-insured benefits offered by the City. The association members agree to pay the difference from Washington Cities’ Delta Dental Plan A to F by having that difference deducted each month from their paycheck. The City agrees that for any member of the MPOA promoted into this bargaining unit, and if the insurance carrier permits it, the City will continue paying its share of that member’s premium for orthodontia coverage.
- 8.3 **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 VSP Plan, or equivalent self-insured benefits offered by the City.
- 8.4 **False Arrest Insurance:** The Employer shall provide, and make available to the Association a copy of, the Employer’s current liability and False Arrest Insurance.
- 8.5 **Long-Term Disability Insurance:** The Employer shall pay one hundred percent (100%) of the premium necessary for the purchase of long-term disability insurance.
- 8.6 **Dual Coverage Medical Insurance Incentive:** The City’s dual coverage medical insurance incentive shall apply to employees per the City’s policies.

ARTICLE IX - UNIFORMS AND ALLOWANCE

9.1 Newly-hired employees shall be provided with the uniform(s) and equipment as set forth below. Employees promoted from the Marysville Police Officers Association (MPOA) and members of the Association will, upon request, be provided the uniforms(s) and equipment listed below that they are lacking from that previously supplied by the City.

EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
1	Department approved handgun .9mm and 3 magazines
1	Department approved rifle and 2 magazines.
1	Portable Radio
1	Earpiece
3	Uniform Shirts -Long Sleeve
3	Uniform Shirts - Short Sleeve
2	Uniform trousers
1	Dress Uniform Coat w/ shoulder boards
1	Dress Uniform Trousers
1	Dress Uniform Long Sleeve Shirt (White)
1	Boots
1	Baseball Cap
1	Tie
1	Coat - Medium weight
1	Gun Belt
1	Holster
4	Keepers
1	Belt for Uniform Pants (if required)
2	Cuff Case w/Handcuffs and Key
2	Bullet Pouches
1	Body Armor (Level 2 or Greater/ National Institute for Justice-NIJ)
2	Sets of Collar Devices
2	Name Tags
1	Badge
1	ASP and Holder not to exceed \$75/\$20
1	Flashlight and Holder
1	Set of Suspenders
1	External Vest (upon request, with the model as approved by the Chief)
1	Wallet Badge and Wallet
As issued	Service Ammunition

- 9.2 All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The Employee shall be responsible for the cost of equipment issued that is not returned to the Employer.
- 9.3 Any change in the uniform or equipment required by the Employer shall be provided for by the Employer at no cost to the employees.
- 9.4 After the year of initial uniform outfitting, Police Management employees shall receive a \$1,200.00 per year clothing allowance (paid each year no later than the second paycheck in February) to keep uniforms and equipment in satisfactory condition. The employer will replace, or repair uniforms/equipment damaged in the line of duty as determined by the Employer. After initial issue, employees will have the responsibility for maintaining in good serviceable condition, equipment initially issued (including footwear) with the exception of firearms, body armor, badges and portable radio equipment, which replacement responsibility, and the cost thereof, will remain with the employer.
- 9.5 The employee shall obtain the pre-approved issue item from a supplier designated by the Employer.
- 9.6 Items not issued in the uniform and equipment list which the employee wishes to wear or carry must be approved by the Employer.
- 9.7 The City will provide dry cleaning service to all employees in the bargaining unit. Each employee shall be entitled to have four clothing items, worn in the line of duty, cleaned each week. Extra cleaning may be authorized at the sole discretion of the chief or designee when items are extraordinarily soiled in the line of duty.
- 9.8 The Employer shall pay reasonable cost of repair or replacement of employee's personal property reasonably and necessarily worn or carried on duty when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties and without negligence for the proper care of property by the employee. Personal property shall include, but is not limited to reasonably priced eyeglasses, wristwatches, contact lenses, gloves, and clothing.

ARTICLE X - TRAINING

- 10.1 Employees shall attend all training required and assigned by the Chief of Police. Employees requesting additional training shall coordinate with the Chief of Police for approval and scheduling.

ARTICLE XI - NO STRIKE PROVISION

- 11.1 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 XII - EMPLOYER'S RIGHTS

- 12.1 The Employer reserves the right to manage its affairs in accordance with its lawful mandate and retains all management powers and authority recognized by law and not specifically addressed, abridged, delegated, or modified by the terms of this Agreement. The specific rights of the Employer include, but are not limited to, the following:
 - 12.1.1 Plan, direct, and control all operations and services of the Employer, including its mission, budget, strategic direction, service levels, types of services offered, policies, staffing levels, and resource requirements.
 - 12.1.2 Determine the methods, means, equipment, facilities, and number of personnel needed to carry out the Employer's business.
 - 12.1.3 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.
 - 12.1.4 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.
 - 12.1.5 Assign work, schedule the hours of work, adjust work schedules, and assign or change work locations.
 - 12.1.6 Recognizing the need for cohesion between law enforcement personnel, the Employer may, on a temporary basis, assign and delegate work between supervisory personnel of the Marysville Police Officers Association (MPOA) and personnel of the Marysville Police Management Association (MPMA) without establishing the permanent jurisdiction of such work or otherwise supporting a skimming charge.
 - 12.1.7 Hire, promote, transfer, assign, reassign, and retain employees.
 - 12.1.8 Relieve employees from duty because of lack of work or other non-disciplinary reason, including layoffs and furloughs necessitated by the lack of work, budget constraints, or other legitimate business reasons.
 - 12.1.9 Discharge, suspend, demote, or otherwise discipline employees when supported by just cause, provided that the discipline, demotion, or termination of probationary employees need not be supported by just cause.
 - 12.1.10 Determine position classifications and to hire, transfer, promote, or demote into these position classifications.
 - 12.1.11 Determine minimum job qualifications, education requirements, and certification requirements.
 - 12.1.12 Evaluate employees, including the right to establish, implement, and modify policies and procedures for employee evaluations and feedback.
 - 12.1.13 Establish the duties and responsibilities of employees, including the development, classification, and alteration of job descriptions. Incidental duties connected with police operations are not

necessarily specified in each job description and shall not limit the Employer's right to assign such duties as the needs of the Employer may require.

- 12.1.14 Determine the need for additional educational courses, training programs, classroom instruction, and on-the-job training, and to assign employees to complete such training.
- 12.1.15 To draft, publish, amend, and enforce workplace policies, rules, and regulations, including those described in the Employer's personnel rules, internal Police Department policies, Civil Service rules and procedures, and LEXIPOL operating policies and procedures. Provided, however, that any such policies, rules, and regulations do not expressly conflict with any express provisions of this Agreement or constitute mandatory subjects of bargaining.
- 12.1.16 To take any and all actions as may be necessary to carry out the Employer's mission, and to maintain public safety in emergency situations or periods of civil unrest, as declared by the City Administrator.
- 12.1.17 Except as expressly waived by this Article or elsewhere in this Agreement, the parties acknowledge their obligation to bargain any topics related to wages, hours, and working conditions.

ARTICLE XIII - DISCHARGE, REDUCTION, DISCIPLINE, OR DEPRIVATION OF PRIVILEGES

- 13.1 Employees shall comply with the Department Code of Ethics, the Department standards of conduct, and all other Employer policies. The tenure of employees shall be only during good behavior, and any employee may be removed or discharged, suspended without pay, demoted, or reduced in rank, or deprived of vacation privileges or other special privileges for the reason and through the procedures established by the Rules and Regulations of the Civil Service Commission of the City of Marysville. Provided, however, no employee who has completed probation shall be disciplined except for just cause.
- 13.2 Disciplinary action may include any of the following:
- a. Verbal Reprimand, which may be documented in writing.
 - b. Written Reprimand.
 - c. Suspension without pay.
 - d. Permanent or temporary demotion.
 - e. Discharge.

Progressive discipline is generally preferred, but not required, depending on the nature and severity of the offense and the employee's prior disciplinary record.

The Employer may use coaching and counseling to address and correct low-level issues. Coaching and counseling serves an important purpose, is not disciplinary in nature, and is not subject to the grievance procedure.

- 13.3 Verbal Reprimands.

Verbal Reprimands are not subject to the grievance procedure.

- 13.4 The Employer may, at its discretion, place employees on paid administrative leave during an investigation. Employees on such paid administrative leave shall remain available during their regularly scheduled hours of work. Placement on paid administrative leave is not considered a disciplinary event and is not subject to the grievance procedure.

ARTICLE XIV - LAW ENFORCEMENT BILL OF RIGHTS

- 14.1 Internal Affairs (IA) investigations will be conducted in accordance with Chapter 26 of the Marysville Police Department Policy and Procedure Manual. In addition, the Law Enforcement Bill of Rights is established and set forth herein.
- 14.1.1 Police Officer's Bill of Rights. All employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officer's Bill of Rights" which shall be added to the present Rules and Regulations of the Marysville Police Department. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigations by superior officers designated by the Chief of the Marysville Police Department. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline the following guidelines are promulgated:
- 14.1.2 The employee shall be informed in writing of the nature of the investigation and whether he/she is a witness or a suspect before any interview commences, including the name, address and other information necessary to reasonably apprise the employee of the allegations of such complaint.
- 14.1.3 Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the exigencies of the investigations dictate otherwise. When practicable, interrogations shall be scheduled for the daytime. Employees have an obligation to cooperate with the investigation and interview process.
- 14.1.4 The interview (which shall not violate the employee's constitutional rights) shall take place at the Police Station facility, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and/or a representative of the Marysville Police Management Association may be present during the interview, but may not participate in the interview except to counsel the employee.
- 14.1.5 The questioning shall not be overly long, and the employee shall be entitled to reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
- 14.1.6 The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 14.1.7 No employee or officer covered by this Agreement shall be required to take or be subjected to any lie detector or similar tests as a condition of continued employment.
- 14.1.8 The City shall make reasonable efforts to complete disciplinary investigations, through

issuance of discipline, within 120 days of the commencement of the IA investigation. If additional time is necessary the City shall give notice to the Association of the reason for the delay and the expected completion date.

14.2. **Critical Incidents:**

14.2.1 **Statement of Purpose:** The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an Employee who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of Employees in critical instances and in dealing with problems that result after being involved in a critical incident.

14.2.2 **Procedures:** Any time an incident occurs involving a use of lethal force, against a person, the following will apply:

14.2.3 When an Employee, whether on or off duty, uses lethal force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the Employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident, except that immediately following the incident the Employee shall verbally report to a Superior Officer any exigent information regarding outstanding suspects or similar information necessary to preserve the immediate safety of the public and fellow officers. For purposes of the term "Superior Officer" within the context of exigent information, immediately following an incident where lethal force is used by an Association member, the term "Superior Officer" refers to the highest-ranking officer present at the scene other than the Association member who used lethal force, which may be an officer of lessor rank temporarily in charge of the scene.

The affected Employee may waive the requirement to wait seventy-two (72) hours. Beyond that, the Department will not question the Employee(s) regarding any information relating to the incident, but will immediately inform the Employee involved in the incident that they have the Right to be allowed prompt access to any of the following:

- (a) Their spouse;
- (b) The Association's attorney, the attorney's agents, and/or Association Representative;
- (c) The Employee's personal attorney;
- (d) Psychologists, psychotherapists, or ministers depending upon the Employee's choice and
- (e) Peer Support Counselor.

14.2.4 The Department will encourage the Employee to have access to any of the above listed persons and to promptly do so telephonically if the Employee so requests. Any discussions about the incident that the Employee has with the above-mentioned personnel shall be confidential with the exception of the Association Representative. The Department and the Association shall mutually agree on designated Peer Support Counselors with appropriate training.

14.2.5 The Department or its designee will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All reports and findings from this investigation, following a determination as to whether criminal charges should be filed, will be promptly made available to the Association upon request. If the Department must preserve a chain

of custody for weapon or weapons utilized in the incident, the Employee will be promptly issued replacement weapons unless it is inappropriate to do so.

- 14.2.6 The Department or its designee will assign a properly trained interviewer to interview the Employee. The interviewer will be trained in the appropriate techniques of interview, interrogation and investigation of Use of Force or Critical Incidents. If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All reasonable attempts will be made to minimize the need for successive interviews.
- 14.2.7 No statement will be required within seventy-two (72) hours after the incident except as indicated above, unless waived by the Employee. The interview of the Employee involved in a use of force situation will be done under circumstances intended to minimize the traumatic effect of the interview on the Employee. The Employee will be given reasonable breaks and periods to prepare for the interview and be given reasonable telephonic access to the above listed personnel during the interview upon request. Additionally, the Employee shall have a right to be represented during the interview by an Association Representative or the Employee's attorney. If requested, the interview will be postponed until the Employee has had a reasonable opportunity to seek prompt professional counseling before the interview takes place.
- 14.2.8 In the discretion of the Department, the Employee may be placed on administrative duty and assigned to training or other administrative areas with the specific nature of the Employee's duty to be assigned by the Department in consultation with the Employee. The Department may also place the Employee on administrative leave. The request to be considered for an administrative assignment or administrative leave may be initiated by the Employee.
- 14.2.9 While on administrative assignment or leave, the Department will allow access to the Employee's choice of Department approved licensed mental or medical health professional without loss of pay or benefits to the Employee.
 - 14.2.9.1 When either the Employee or the Employer believes that the Employee should return to the Employee's regular assignment, at the Employer's option the Employee will provide a letter from the licensed psychologist or medical doctor indicating that the Employee is ready to return to their regular duties or to modified duties. The Employer at its option may request an additional independent medical psychological exam, which will be conducted in conformity with the procedures outlined in this agreement and the Americans with Disabilities Act (ADA).
 - 14.2.9.2 While on administrative leave and after returning to duty, the Employee will be encouraged and allowed full access for up to twelve (12) sessions with licensed mental or medical health professional without loss of pay or benefits to the Employee while participating in such program.

ARTICLE XV - WARNING LETTER & PERSONNEL FILES

- 15.1 The Employer shall not discipline an employee who has completed the probationary period without just cause.
- 15.2 Probationary periods shall be as provided in the Civil Service Rules of the City of Marysville. Extensions of the probationary period are limited to one additional probationary period of like length. Extensions of probation must be in writing and issued prior to the expiration of the initial probation.

15.3 **Personnel Files:**

Records of disciplinary action shall not be considered for purposes of progressive discipline based on the following timelines:

Verbal reprimand: Written records of a verbal reprimand shall be excluded from consideration for purposes of progressive discipline after twelve (12) months without reoccurrence of the same or similar conduct giving rise to the verbal warning. Should there be a reoccurrence, the time period shall reset.

Written reprimand: Written reprimands shall be excluded from consideration for purposes of progressive discipline after twenty-four (24) months without reoccurrence of the same or similar conduct giving rise to the written reprimand. Should there be a reoccurrence, the time period shall reset.

Suspensions: Records of a suspension shall be excluded from consideration for purposes of progressive discipline after forty-eight (48) months without reoccurrence of the same or similar conduct giving rise to the suspension. Should there be a reoccurrence, the time period shall reset. Provided, however, that any suspension based on workplace violence, sexual harassment, discrimination/retaliation, insubordination, dishonesty, workplace theft, or any underlying acts of criminal misconduct shall permanently remain in effect for purposes of progressive discipline.

- 15.3.1 **Access to Personnel Files:** All employees have the right to view their entire personnel files. Employees wishing to view said file shall give the Personnel Department advanced notice and establish an agreed time and place. An employee shall be permitted to read any disciplinary material affecting his/her employment before it is placed in a personnel file. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement). The Employer will notify employees before any discipline document in the form of a written reprimand or higher is placed in the employee's personnel file.

ARTICLE XVI - GRIEVANCE PROCEDURE

- 16.1 A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises it shall be submitted to the following grievance procedure.
- 16.1.1 **STEP I:** An employee and/or the Association within ten (10) working days from the occurrence or knowledge of the occurrence of an alleged grievance, or ten (10) working days from the date when the employee and/or Association reasonably should have known of the events or act giving rise to the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, may bring said grievance to the attention of the Assistant Chief. This action shall be in writing, specifying the Article in the Agreement that has allegedly been violated, giving the date, time, place and witnesses, if applicable, and remedy sought. It is acceptable that documented grievances may be served via email and/or hand delivered to the employee's immediate supervisor, provided such submissions comply with the required time limits. The Assistant Chief shall make every effort to resolve the alleged grievance and respond within five (5) working days. For purposes of the grievance procedure, working days shall be defined as Monday-Friday, 8:00 a.m. to 5 p.m., excluding holidays recognized by the Employer.
- 16.1.2 **STEP II:** Failure of the Assistant Chief to satisfactorily resolve the alleged grievance within seven (7) working days shall permit the Association the right to submit a demand for resolution to the Chief of Police, within seven (7) working days of the Step I response, who shall rule on the merits of the grievance and respond within seven (7) working days.
- 16.1.3 **STEP III:** Failure of the Chief of Police to satisfactorily resolve the alleged grievance within seven (7) working days shall permit the Association the right to submit a demand for resolution to the City Administrator, within seven (7) working days of the Step II response, who shall rule on the merits of the grievance and respond within seven (7) working days.
- 16.1.4 **STEP IV:** Upon failure of the City Administrator to satisfactorily resolve the alleged grievance within seven (7) working days, the Association within ten (10) working days of the Step III response shall notify the Employer of the need to select an arbitrator to hear the dispute. For a disciplinary grievance, the arbitrator shall be assigned by PERC in accordance with state law. For a non-disciplinary grievance, if the Employer and the Association are not able to agree upon an arbitrator within three (3) working days after receipt by the Employer of the demand for arbitration, the Employer and the Association may request a list of eleven (11) arbitrators from the Federal Mediation Conciliation Service (FMCS). After receipt of same the parties involved shall alternately strike names, one at a time until only one name remains. The parties agree to flip a coin to determine who strikes from the list first. For all grievances, the arbitrator shall hear the dispute and render a decision which shall be final and binding upon all parties.
- 16.2 Nothing herein shall prevent an employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the grievance procedure.
- 16.3 Each party shall be responsible for payment of all fees and expenses related to the presentation of

its arbitration case, including attorney fees. The expense of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the Employer and the Association. The arbitrator selected by the parties will meet and hear the matter at the earliest practical date after the selection process. The parties may submit post hearing briefs. After completion of the hearing, a written decision shall be entered within thirty (30) calendar days, or as soon as possible thereafter, unless an extension of time is agreed upon by the parties. The arbitrator's written award shall be final and binding upon the parties. In any arbitration alleging a violation of rights protected by this Agreement, the arbitrator's authority to award monetary damages shall be limited to back pay and related benefits to make the employee whole and shall not include other forms of compensatory damages or punitive damages. Only one (1) grievance may be submitted to the arbitrator at one (1) hearing, unless the Employer and the Association agree to consolidate. The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there was a violation of the terms of the Agreement. The arbitrator shall not have the authority to add to, subtract from, alter, change, or modify the provisions of this Agreement.

- 16.4 The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Marysville Civil Service Commission and any alleged violation of contractual provision also covered by Civil Service Rules may be adjudicated either through the Civil Service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election or remedies and a waiver of the subject employee's right to further pursue his/her grievance or the Association's right to require the Employer to arbitrate the grievance.
- 16.5 The timelines noted within this article may be waived by written mutual agreement between the parties. Furthermore, any step may be waived by mutual written agreement of the parties to expedite the process.
- 16.6 For purposes of the grievance procedure, working days shall be defined as Monday-Friday 8:00 a.m. to 5:00 p.m. If the time limit is seven (7) days or less, interim holidays will not be considered a working day. If the time limit for action falls on a holiday, the time limit shall be extended until the first working day that is not a holiday. In the case of a time limit falling on Thanksgiving or the day after Thanksgiving, the time limit shall be extended to the following Monday.
- 16.7 If the Association or an employee pursuing a grievance fails to act or respond within the specified time limits of this Article, the grievance shall be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.

ARTICLE XVII - MISCELLANEOUS

- 17.1 All employees shall be paid on the 10th and 25th day of each month, except for emergency (as defined in Webster's). If the 10th or 25th day of month falls on a holiday or weekend period, the employees shall, if feasible, be paid on the last business day prior to that period.
- 17.2 When an employee is entitled to reimbursement for meals during training or other work-related event, the per-diem shall be determined at the appropriate federal rate or reimbursement shall be provided. Employees required to use their personal vehicle, when a City-owned vehicles is unavailable, are entitled to reimbursement for mileage at rates set annually by the IRS.
- 17.3 The City will provide any Police Management employee retiring or resigning in good standing with 10+ years of service a LEOSA ID card.
- 17.4 Layoffs and reductions in force shall be implemented as provided in the Civil Service Rules of the City of Marysville.
- 17.5 The City will furnish each employee a take home vehicle, equipped with emergency lights, siren and radio, provided the employee resides within a fifteen (15) mile radius of the City's urban growth boundary.

ARTICLE XVIII - SAVINGS CLAUSE

- 18.1 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 any existing or subsequently enacted law, or by order or decree of a court of final and competent jurisdiction. In such event either party may request renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof; provided however, that such findings shall have no effect whatsoever on the balance of this Agreement.

ARTICLE XIX - DURATION

19.1 This Agreement shall be effective on the date it is ratified by both parties, and shall remain in force through December 31, 2027.

CITY OF MARYSVILLE

MARYSVILLE POLICE
MANAGEMENT ASSOCIATION

BY: 
TITLE: Mayor
DATE: 8/25/24

BY: 
TITLE: MPMA PRESIDENT
DATE: 06.25.2024

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF MARYSVILLE, WASHINGTON
And
MARYSVILLE POLICE MANAGEMENT ASSOCIATION
(COMMANDERS)

This appendix is supplemental to the agreement by and between the City of Marysville, Washington, herein after referred to as the Employer or the City, and Marysville Police Management Association, hereinafter referred to as the Association or MPMA.

1. A temporary command promotion is a unique and temporary position created for the organization's benefit and the employee's leadership development.
2. The Chief is authorized to make temporary appointments by Civil Service Rule X, section 4. The Chief will make a temporary appointment only after an abbreviated process consisting of a reading and written exercise, and an interview with the appointing authority and his or her designees. All qualified candidates should be considered, and a list of qualified candidates for temporary positions should be maintained until the position is filled on a permanent basis through the civil service process.
3. Police leadership (Chief & AC) have sole discretion to terminate the temporary assignment to serve the best interests of the organization. For example, if a candidate is not performing to standard, it does not serve the organization well to have them remain in that position for the full six months.
4. A Sergeant temporarily promoted to the out of class position of Commander retains membership and representation (to resolve questions or disputes related to working conditions) with the MPOA bargaining unit unless promoted through Civil Service Process.
5. The temporarily promoted Sergeant will remain a member of the MPOA bargaining unit for purposes of any labor or contract related rights and for assistance from the MPOA including but not limited to issues related to discipline, grievances, and internal affairs representation.
6. During the assignment, the employee transitions to exempt employee status and works one of the approved MPMA schedules as directed by the employer.
7. Overtime, callback, and standby provisions of the MPOA Sergeant contract do not apply to an exempt classified employee during this assignment. The employer grants the employee command on-call pay as dictated in the MPMA contract CBA 3.2. During the assignment, the employee cannot work overtime shifts offered to MPOA members.
8. For an employee serving in this position for six months, the city will pro-rate, on a monthly basis, up to 40 hours of administrative leave to use during this time. If the employee does not use this time before completing the assignment, the employee will be paid the remaining balance at their current rate of pay as an acting Commander.
9. Holidays will be recognized per the MPMA contract.
10. During the period of provisional appointment, compensatory time will be frozen. If a candidate in temporary assignment is promoted through civil service process, then compensatory time will be cashed out to the employee at their rate of pay before beginning the temporary assignment. If returning to the previous rank, this time is unfrozen.

11. During the provisional appointment, and at the employee's discretion, banked work hours will be frozen upon beginning the assignment. If a candidate in a temporary assignment is promoted through the civil service process, then their BWH will be cashed out to the employee at their rate of pay before beginning the temporary assignment. If returning to the previous rank, this time is unfrozen.
12. Should an employee in the temporary command position be promoted to command by civil service process during the temporary assignment, compensatory time and banked worked hours will be paid out at the employee's pay rate before the formal appointment.
13. The city will determine the base salary for the acting position by the following formula:
14. *Sergeant's Base Pay + Longevity + Education Incentive + 2.5% Out of Class pay = [Command Base Pay] or Step 1 of the MPMA pay plan, whichever is greater.*
15. Compensation will also include Command on-call pay to equal the final **Acting Command Pay** (Overtime, specialty pay, and other add to pays are not taken into consideration in this calculation).
16. After the assignment, the employee will return to the last rank and specialty assignment unless promoted by the civil service process.
17. Seniority rights will not be affected by this temporary assignment in any way.
18. Vacation leave continues to accrue at MPOA Sergeant rates commensurate with longevity.
19. Employer agrees to temporarily appoint an acting sergeant to fill in for the sergeant position vacated as a result of a current sergeant. If no current sergeant fills the vacated sergeant position as a result of a temporary promotion the employer will select an acting sergeant from the current list to fill this position in accordance with current civil service rules.
20. Equipment: The employer will consider and supply the necessary equipment to carry out the acting commander's duties. During the temporary assignment, the acting commander will continue to use their city-issued vehicle in accordance with the City's vehicle use policy. Dress uniforms will be provided to a commander upon civil service appointment to the rank.
21. Disputes regarding the terms of this agreement will be resolved through the grievance procedure of the MPOA Sergeants contract.
22. This agreement will remain in effect after incorporation agreement with the MPMA. If incorporated, the parties will consult with the MPOA for incorporation into the MPOA Sergeant's contract when open bargaining commences or through special agreement (MOU/MOA).

CITY OF MARYSVILLE

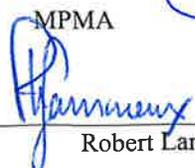
6/26/24

 Date

By: 
 Jon Nehring, Mayor

06.25.2024

 Date

MPMA
 By: 
 Robert Lamoureux

