

AGREEMENT

BY AND BETWEEN

CITY OF McCLEARY, WASHINGTON

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL NO. 77

REPRESENTING THE ELECTRICAL WORKERS

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

AGREEMENT
BY AND BETWEEN
CITY OF MCCLEARY, WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 77

ARTICLE 1 INTRODUCTION/RECOGNITION

1.1 This Agreement is entered into by and between the City of McCleary, acting through its Mayor or designee, hereinafter referred to as the “Employer”, and the International Brotherhood of Electrical Workers Local Union 77, hereinafter referred to as the “Union”, representing the non-exempt, full-time and regular part-time employees, of the City of McCleary’s Public Works Department Light and Power Crew and Administrative Employees (Deputy City Clerk Treasurer, Office Clerk, Utility Accounts Manager, Public Works/Planning Assistant and Building Official), excluding casual employees.

1.2 The purpose of this Agreement is to establish a procedure for the resolution of differences and to establish salaries, wages, and terms and conditions of employment.

1.3 The Employer recognizes the International Brotherhood of Electrical Workers Local Union 77 as the exclusive bargaining agent for all regular, non-exempt, full-time employees as set forth in section 1.1

ARTICLE 2 DUES DEDUCTIONS

2.1 New Employees. The City (employer) will provide the Union with reasonable access and time (30 min) to the employee as provided by law to present information about the Union as the exclusive bargaining representative. An employee may choose to become a member at any time. The employer agrees to supply to the Union the names of all new hires, persons entering the bargaining unit, and/or performing work covered by this Agreement within ten (10) days of the individual’s start of work in the bargaining unit. This list will include the employee name, name of supervisor or contact person, job classification, residence address and telephone number.

2.2 Dues Deductions. Upon receiving a written voluntary wage assignment authorization from an employee made through the Union, the City shall deduct dues from the pay of those employees covered by this Agreement. An employee may also through a wage assignment authorization form authorize the deduction of other items as may be mutually agreed upon by the City and the Union. Upon issuance and transmission of a check to the Union, the City’s responsibility shall cease with respect to such deductions. The

Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee. The City shall be obligated to honor only an authorization to deduct a specific dollar amount or formula specified in writing by either the employee or Union. The City shall have no obligation or responsibility for verifying the amount to be deducted. Any request by an employee to revoke authorization for the deduction of their Union dues shall be made in writing directly to the Union by the employee. Other authorized non-union affiliated deductions may be terminated by the employee through the employer's wage assignment authorization form. After the City has received confirmation from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

2.3 Notification When Outside Parties Seek Information. The employer agrees that it will notify the Union within fifteen (15) days if it receives a request for information or public records request from a third-party or entity soliciting the names, addresses, personal information, or membership status of Union members. The employer agrees to provide the Union with a copy of such written request. The employer agrees not to challenge the Union's standing to assert privacy and/or other objections on Union members' behalf for such third-party requests for information or records.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 Customary Functions – Except as expressly limited by the other articles of this Agreement, the Employer shall have the exclusive right to manage the functions of all City operations/facilities and direct the bargaining unit employees covered by this Agreement. These rights include, but are not limited to, the right to plan, direct and control operations; to determine the services to be performed by the bargaining unit employees; to establish and maintain productivity and quality standards; to schedule the working hours; to hire, promote, and transfer; to suspend, discipline or discharge. The Employer shall also have the exclusive right to relieve employees because of lack of work or for other legitimate reasons; to introduce new and improved work method, materials or facilities; or to change existing work methods, material or facilities.

ARTICLE 4 UNION RIGHTS

4.1 The Employer recognizes the rights of the Union as the exclusive representative of the Employer's non-exempt, full-time and regular part-time employees as set forth in section 1.1 of this Agreement, to engage in collective bargaining with the Employer pursuant to the provisions of RCW Chapter 41.56.100, as currently written or hereafter amended. The Employer further recognizes any rights that are given to the Union within this Agreement as a result of the collective bargaining process provided for in RCW Chapter 41.56.100 as currently written or hereafter amended.

4.2 The City and the Union recognize the need to work efficiently, effectively, economically, and safely. To this end, it is understood and agreed that there must be efficiency of operation which will depend on the nature, size and priority of the job, as well as the man power and equipment availability. In achieving the above principals, it is understood that safe work practices shall be maintained. The assigned foreman of the city light and power crew who believes that working safely or what safe working practices have been materially affected

by new size and/or composition in view of the work to be done, shall immediately advise management of his concerns and the reason therefore.

Management of the utility shall comply with chapter 296-45-WAC and all applicable safety laws and regulations. The foreman and crew shall not be disciplined for failure to comply with an order in violation of these laws and regulations. The foreman and crew are encouraged to raise concerns with management for early resolution. The parties will discuss and resolve these concerns in labor management committee.

Example:

Minimum crew size for work in energized 3 phase will consist of:

2 qualified performing the work (Journeyman Lineman)

1 qualified safety watch (Journeyman Lineman Foreman)

1 ground worker/LEO (ground assistant)

ARTICLE 5 EMPLOYEES DEFINED

5.1 A full-time regular employee shall be a person regularly scheduled to work forty (40) hours or more per designated work week who has successfully completed his or her probationary period.

5.2 Prior to becoming a full-time regular employee under the terms and conditions of this Agreement, a full-time regular employee must successfully complete an uninterrupted, continuous six (6) month probationary period. Any probationary employee may be disciplined or terminated without recourse during his or her probationary period.

5.3 A full-time regular employee promoted to a different job classification within the Public Works Department on the Light and Power crew which entails a higher salary classification range must successfully complete a six (6) month probationary period. During that six-month probationary period, any probationary employee shall be restored to the position from which they were promoted if, in the Employer's opinion, the employee has not demonstrated suitable aptitude for the position. The Employer's decision shall not be subject to the grievance procedure. Should the employee be disciplined or discharged, exclusive of a return to the former position, said employee shall have the right to appeal said discipline or discharge through the grievance procedure.

5.3.1 Should the employee desire to return to the position from which he/she was promoted, and said employee meets the conditions and requirements of the original position as it existed at the time the employee was promoted, he/she shall be allowed to move back to the original position at any time during the probation period.

5.4 A part-time regular employee shall work less than two thousand and eighty (2080) hours, but seven hundred or more hours per year, inclusive of paid leaves, and who has successfully completed his or her probationary period.

5.5 A casual employee shall work less than seven hundred (700) hours per calendar year and shall be excluded from the bargaining unit.

5.6 The employer reserves the right to establish regular part time positions, provided, however; part time benefits (health & Welfare, vacation, sick leave) shall be prorated to reflect the percentage of hours in relation to a full time, regular employee position.

ARTICLE 6 EMPLOYEE RIGHTS

6.1 Nondiscrimination Clause – With regard to employment, there shall be no unlawful discrimination against any employee in violation of state or federal law.

6.2 Union Participation – The Employer will not interfere with, restrain, coerce, or prevent any employee from exercising his or her legal right to organize, join, and support the Union for whatever legal purpose in which it may engage in representing employees as defined herein.

6.3 Legal Protection – The Employer agrees to hold an employee harmless and defend said employee from any financial loss for actions arising out of any claim, demand, civil suit, or judgment by reason of any act or failure to act by such employee during his or her work hours; provided such employee, at the time of the act or omission complained of, was acting within the scope of his or her employment and under the direction of the Employer; provided, however, that such responsibility shall not extend to exemplary (punitive) damages assessed against an employee by a court of competent jurisdiction.

6.4 Lunch Break – Each employee shall be entitled to a one-half (½) hour lunch break, provided the total number of hours in the standard work day totals eight-and-one-half (8½) hours, comprised of eight (8) hours of work and one-half (½) hour for lunch; provided, however, the Employer reserves the right to change the lunch period to a one (1) hour lunch break, provided the total number of hours in the standard work day totals nine (9) hours, comprised of eight (8) hours of work and one (1) hour for lunch. Lunch breaks will generally occur at the midpoint of the employee’s work day, provided that the time of the lunch break may be modified as necessary by the Employer or Employer’s representative to:

6.4.1 Meet staffing needs in terms of keeping City offices open during the normal work week, as established by the Mayor

6.4.2 Ensure efficient and timely completion of work projects, and/or

6.4.3 Handle emergencies that may arise during the course of conducting the Employer’s business.

6.5 Breaks - Employees shall be entitled to two (2) breaks each work day. The break shall last no longer than fifteen (15) minutes each. One shall be taken no less than two (2) hours after beginning work and the second no less than two (2) hours after returning from the lunch break. When necessary because of unusual circumstances, the time of an employee's break may be modified by the employee’s supervisor.

ARTICLE 7 EMPLOYEE RESPONSIBILITIES

7.1 Each employee, regular or probationary, shall be familiar with and adhere to the policies and procedures the Employer may from time to time unilaterally adopt, amend, and revise for the governance and operation of its agency. The Employer shall maintain current copies of policy and procedure manuals in the Employer’s

supervisory offices for employee use, and the Employer will keep said copies updated as changes and revisions are made by the Employer. In addition, a copy shall be provided to the Union.

7.1.1 The Employer shall not unilaterally adopt, amend or revise policies and/or procedures which are mandatory subjects of bargaining.

7.2 All employees, regular or probationary, shall adhere to directions and instructions given to them by the Employer or Employer's representatives in the course of performing work duties.

7.3 Nothing contained in this Agreement shall permit or be construed to grant any employee or group of employees the right to strike or refuse to perform his/her prescribed duties.

7.4 Each employee shall be responsible for having and maintaining any certificate, license, or other legal document necessary for the proper fulfillment of his or her particular job responsibilities as outlined in his or her job description. Failure to maintain said requirements will result in immediate layoff until such requirements are satisfied; provided, should the employee's training have been canceled by the employer, said employee will not be laid off.

7.4.1 The Employer shall pay the tuition cost and hours actually spent in training for all hours necessary to comply with said certification. The Employer may rearrange the employee's work week so as to avoid overtime compensation. All time spent traveling to and from local training site shall be compensated except for the first twenty-five (25) miles each way.

ARTICLE 8 EMPLOYEE COMPENSATION

8.1 Wages and Salaries. The Parties have agreed to the wage and salary increases and other adjustments set forth in this article. Appendix A to this Collective Bargaining Agreement sets out the wages and salaries for each represented position. In the event of conflict, the agreement of the Parties shall control over a mathematical error in the Appendix.

8.1.2 Wages - Effective January 1, 2023 the classifications of work and hourly rates of pay for the Journeyman of the City of McCleary Light and Power Crew (Lineman) shall be increased to \$56.50. The Senior Lineman hourly rate of pay will be 112.5% of the Lineman rate of pay. The City of McCleary Lineman in Training rate of pay shall be the appropriate percentage of the Lineman rate of pay. Line Equipment Operator Step 1 shall be 76% of Lineman rate. Step 2 shall be 79% of Lineman rate. Step 3 shall be 82% of Lineman rate. Utility accounts manager pay rate will move to \$33.88. All other job classifications will receive a 5% cost of living wage increase.

8.1.3 Effective January 1, 2024, the rates of pay set forth in Section 8.1.2 shall be increased by four percent (4%). Additional 1% market adjustment for journeyman classification.

8.1.4 Effective January 1, 2025, the rates of pay set forth in Section 8.1.2 shall be increased by three percent (3%). Additional 1% for market adjustment for journeyman classification.

8.2 Apprentice retention bonus to be paid upon completion of apprenticeship and receipt of journeyman ticket with City of McCleary in the amount of \$3,000.

8.2.4 The City of McCleary will match deferred compensation allocation for each employee up to 1% of their annual salary as of January 1 each year and will be sent to DRS in time to be posted by the 5th of each month.

8.3 Longevity – Longevity compensation shall be paid each month to eligible employees. Calculations shall be based upon a percentage of the employee’s monthly base rate of pay as set forth herein:

Upon completion of 5 years service	1% of base monthly rate of pay
Upon completion of 10 years service	2% of base monthly rate of pay
Upon completion of 15 years service	3% of base monthly rate of pay
Upon completion of 20 years service	4% of base monthly rate of pay
Upon completion of 25 years service	5% of base monthly rate of pay
Upon completion of 30 years service	6% of base monthly rate of pay

8.4 Hours of Work – The regular work schedule shall be five (5) consecutive eight (8) hour work days (Monday through Friday), from 8:00 AM to 4:30 PM followed by two (2) consecutive days off. The Employer may establish a work week of five (5) consecutive days other than Monday through Friday, and other than 8:00 AM to 4:30 PM; provided, the employee is given 10 (ten) calendar day’s notice of such a change. In the event of an emergency this 10 (ten) calendar day notice shall not be required.

8.5 Overtime – When an employee is required by the Employer to work in excess of the established work week, the Employer shall authorize compensatory time accrual. Compensatory time shall be accrued at the rate of one and one-half (1½) hours for each hour worked in excess of the standard forty (40) hours per week. In the event of a transmission and distribution work, a member of the Light and Power crew (see work classifications listed in Article 8.1) shall receive two times (2) their regular rate of pay in compensatory time for all hours worked outside of their normal work week. The word “hours” includes the use of sick, vacation, compensatory time, or paid holiday. Use of compensatory time off shall be subject to the approval of the Employer, and may only be used in increments of no less than two hours (2) at a time.

8.6 Premium Overtime – Should employees be called out to work on a recognized holiday, weekend, or scheduled day off, all hours worked shall be paid at two (2) times the employee’s regular rate of pay in compensatory time.

8.7 Compensatory Time Accrual – Accrued compensatory time shall be used as soon as possible after accrual. The Employer, with due regard for the needs of the employee, shall approve written compensatory time off requests based on the needs of the Employer.

8.7.1 Compensatory time in excess of forty (40) hours must be used by the employee prior to the use of accrued vacation leave.

8.7.2 The Employer reserves the right to opt to pay an employee for accrued compensatory time in lieu of time off at the employee’s regular straight time hourly rate of pay. An employee who is subject to vacation forfeiture under Section 11.3.1.1 may make a written request for compensatory time payout.

8.8 Callback – Effective upon the signing of this Agreement, employees who are called back to work shall receive not less than four (4) hours compensatory time off. Callback shall not apply when the additional work is an extension of the work shift or when the callback is occasioned by an act of employee negligence.

8.9 Out of Class Premium - Any employee outside of power and light crew assigned by the employer to work out of classification will receive 12.5% above their base rate of pay for each hour worked out of class. The power and light crew will receive the appropriate rate of pay after four (4) hours worked out of class.

8.10 Rest Period – Employees who work five (5) hours outside of their normal work hours with less than an (8) eight-hour break before the start of their normal work hours shall have the option of:

- (a) Returning to work for the balance of their regular shift after eight (8) hours rest For straight time;
- (b) Taking the day off, either without pay or using paid leave;
- (c) Working their regular shift for straight time; or
- (d) If required to work by the Employer, shall be paid at the double-time rate.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical – The Employer shall pay one hundred (100%) percent of the employee medical premium and eighty-five (85%) percent of the spouse and dependent medical premium. The employee shall pay the remaining fifteen (15%) percent of the spouse and dependent medical premiums.

9.2 Dental – The Employer shall pay one hundred (100%) percent of the employee, spouse and dependent dental premiums.

9.2.1 Life. The Employer shall pay one hundred percent (100%) premiums for life insurance in the amounts currently provided at the date of execution of this agreement.

9.2.2 Long Term Disability – The Employer shall pay the premiums to provide each employee with the AWC long term disability standard insurance.

9.3 The Medical, Dental and Life Insurance shall be:

- Medical: AWC Health First 250
- Dental: AWC Washington Dental Service Plan J, Group #0018L
- Life: AWC States West Life, Group #05455

9.4 The Employer shall continue to participate in the above plans, provided, however, the medical, dental, and life insurance program meets the requirement of 100% participation by the employees and dependents.

9.5 Mandated State Programs – The Employer shall pay into the State’s Public Employee Retirement System, Workman’s Compensation Fund, and Unemployment Security Fund those contributions required to be paid by the Employer by law.

9.6 FICA – The Employer shall pay into the federal Social Security and Medicare programs those contributions required to be paid by the Employer by law.

9.7 The employee shall have deducted from his or her paycheck those employee contributions required by state and federal law.

9.8 Cadillac Tax - Imposition of Federal Excise Tax. If during the term of this agreement or any holdover period established by state law, the city determines that premiums for the health insurance and other health benefits provided under this contract are estimated to exceed the maximums permitted under federal law and would subject the payment of benefits under this agreement to a federal excise tax, the City may provide notice to the union and initiate bargaining. The parties agree to bargain in good faith to avoid the imposition of any federal excise tax and to ensure that the employees receive the consideration bargained for under this collective bargaining agreement.

ARTICLE 10 SICK LEAVE

10.1 Sick Leave – All probationary and non-probationary employees shall be entitled to accrue sick leave at the rate of eight (8) hours per month to a maximum of 480 hours. Sick leave shall be utilized according to the terms and conditions listed below:

10.1.1 Sick leave may be utilized for the personal illness or injury, disability, or medical/dental appointments of the employee.

10.1.2 Employees may use sick leave to care for the illness of a family member as defined in Section 10.2.1 below.

10.1.3 The Employer reserves the right to require an employee to submit a letter from a health care provider explaining the necessity of the absence after 3 consecutive sick leave days. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

The Employer reserves the right to require an employee to submit a letter from a health care provider explaining the necessity of the absence. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

10.2 Bereavement Leave – After successful completion of his or her probationary period, an employee shall be eligible for bereavement leave of up to twenty-four (24) hours a year with pay for a death in the family. Employees shall be eligible for an additional twenty-four (24) hours bereavement leave for any of the relatives set forth below, provided said leave shall be deducted from vacation or compensatory time off.

10.2.1 The definition of relatives for the purposes of bereavement leave established by section 10.2 only, shall be defined as parent, brother, sister, spouse, son, daughter, stepchild, grandparent, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

10.3 Use of Leave – The use of sick leave or bereavement leave, shall be in increments of no less than one (1) hours at a time.

ARTICLE 11 EMPLOYEE VACATIONS AND HOLIDAYS

11.1 Each full-time employee shall be entitled to vacation credit for each year of service and be entitled to vacations in accordance with the following schedule :

<u>Service Months</u>	<u>Hours Vacation</u>
1 through 60 months	96
61 through 120 months	120
121 through 180 months	144
181+months of service	168

11.2 Vacation leave for probationary employees shall also accrue monthly, but may not be taken by the probationary employee prior to the end of the probationary period.

11.3 Vacation Use – Vacation leave shall be requested in written form by the employee to the Employer at least fourteen (14) calendar days prior to the dates being requested. Vacation leave requests must be approved by the Employer, and the Employer reserves the right to schedule any employee’s vacation leave to fit the needs of the City’s operations. The Employer reserves the right to reschedule an approved vacation as necessary to respond to an emergency situation. Employee use of vacation leave shall be in increments of no less than a half day (4 hours) at a time.

11.3.1 Employees may accrue a maximum of three hundred twenty (320) hours of vacation. Any vacation accrued beyond the maximum at no fault of the employee shall not be forfeited.

11.3.1.1 An employee who is required, at the direction of the Employer, to postpone a previously approved vacation shall be allowed to accrue vacation days, if necessary, in excess of the maximum accrual in order to prevent loss of vacation benefit; provided, however, such excess shall be used, upon penalty of forfeiture, within sixty (60) calendar days.

11.4 When a full-time or part-time employee of the City ceases employment by reason of resignation, retirement, discharge, layoff or death, the following compensation will be due to the employee and will be paid:

Regular salary for all hours worked, which have not yet been paid, up to the time of termination;

All overtime, compensatory time, vacation leave, one-third of sick leave up to 160 hours, or holiday pay earned but not yet paid; to the employee by the City;

Any authorized reimbursement due for expenses as addressed in the City's policy regarding reimbursement of job-related expenses, EXCEPT, if an employee is terminated as part of a disciplinary

action involving falsification of leave, overtime, or work records, compensation shall not be paid for any amount resulting from such falsification of records.

All state and federal taxes applicable to the lump sum payment are the responsibility of the employee, and all amounts required by law to be deducted from the final check shall be deducted and paid to the appropriate agency (i.e., Internal Revenue Service, Social Security, State retirement, etc.). The City bears no responsibility for any tax refund or rebate due to the employee, and collection of such refund or rebate from the taxing authority is solely the responsibility of the employee.

All annual leave benefits will cease to accrue on the date of termination, and all health and welfare benefits will cease at the end of any premium period already paid by the City; provided, however, the departing employee may, at his or her option, continue health and

welfare benefits at his or her own expense pursuant to COBRA.

In the event employment is terminated by reason of the death of the employee, all moneys owed to the employee shall be disbursed to his or her estate or spouse as contemplated in RCW 49.48.120 as now enacted or as hereafter amended.

11.5 Holidays- The Employer recognizes twelve (12) paid holidays per year as set forth below:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	One (1) floating holiday

11.5.1 Each full-time employee of the City may select the one (1) floating holiday per calendar year provided that:

11.5.2 The employee has been or is scheduled to be continuously employed by the City for more than four (4) months; and

11.5.3 The employee has given not less than fourteen (14) calendar days' written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, subject to final approval by the Employer; and

11.5.4 The number of employees selecting a particular day off does not prevent the City from providing continuing public service or the Employer has agreed to allow all employees to take it on a particular day.

11.5.5 The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied. If such floating holiday is carried over, it shall be taken no later than January of the following year. Employees shall provide (14) fourteen days written notice of intended time at which the floating holiday will be taken.

11.5.6 The employee has been or is scheduled to be continuously employed by the City for more than four (4) months; and

11.5.7 The employee has given not less than fourteen (14) calendar days' written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date, subject to final approval by the Employer; and

11.5.8 The number of employees selecting a particular day off does not prevent the City from providing continuing public service or the Employer has agreed to allow all employees to take it on a particular day.

11.5.9 The floating holiday must be taken during the calendar year or entitlement to the day will lapse, except when an employee has requested a floating holiday and the request has been denied. If such floating holiday is carried over, it shall be taken no later than January of the following year. Employees shall provide (14) fourteen days written notice of intended time at which the floating holiday will be taken.

11.5.10 Upon recommendation of the supervisor, the Employer will determine which of the requests for a particular day will or will not be granted when the number of requests for a floating holiday would impair the City's ability to provide necessary services.

ARTICLE 12 EMPLOYEE DISCIPLINE

12.1 Nothing contained in this Agreement shall be interpreted to restrict the Employer's rights relating to the disciplining of employees as provided under the Revised Code of Washington, Title 35.A (the Optional Municipal Code). Discipline may only be imposed for just cause.

ARTICLE 13 PROMOTIONS, LAYOFFS, AND SENIORITY

13.1 VACANCIES AND OR PROMOTIONS - Notice of ANY job openings shall be posted in the administrative office and all city departments for a minimum of 5 business days prior to public advertising. Current employees are encouraged to seek opportunities within the City. Current employees may bid for any job openings if they meet the minimum qualifications for the position through the seniority/bid procedure listed in 13.1.3. If a position is posted and not bid within the first 5 business days of the posting, then the city has the right to advertise publicly and any employee deciding after the 5 days will have to competitively apply with public applications.

13.2 SENIORITY - Seniority shall be determined by length of service with the city and length of service within the department. Seniority shall not apply for the first 6 months of

probationary service. After the first 6 months of probationary service all names must appear on the seniority list as of first date of employment. In the event of more than one employee having the same start date of employment then the date of employment application filing and time stamp will determine seniority.

13.2.1 SENIORITY LIST - 2 (two) Seniority listings (city length of service and department length of service) shall be made and posted annually.

13.3 BID PROCEDURE-All current employees of the city are encouraged to seek opportunities for advancement or promotion within the city. It is agreed that in all cases of promotion that where factors (b) and (c) are sufficient then seniority shall prevail.

13.3.1.1 Length of continual service (seniority)

13.3.1.2 Knowledge, training, ability, skill, adaptability, and efficiency

13.3.1.3 Physical fitness

13.4 LAYOFFS-The employer has the right to reduce the workforce.

13.4.1 REDUCTION IN FORCE - In the event that the employer determines that reduction in force is needed, reductions shall be made by seniority. If an employee is qualified and able to bump a junior employee, then department seniority and/or city seniority will prevail.

In the event of a layoff, City seniority shall prevail and the employee will have the choice of taking the position that employee held previously, the position of an employee junior in the group, or helper's or beginner's position in any department or group.

In any case of an employee changing position, the rate of pay shall be for the position being worked. The City shall notify the Union one month in advance of the layoff(s) and a meeting of the Labor/Management Committee shall be scheduled within ten (10) work days of such notice to identify the layoff(s).

If an employee is on involuntary layoff two years or less (except for just cause), that employee shall retain his/her established seniority.

ARTICLE 14 GRIEVANCE PROCEDURES

14.1 A grievance shall be defined as an alleged violation of a specific term of this Agreement.

14.2 Informal Step – Within five (5) working days of an alleged violation of the terms and provisions of this Agreement, the grievant shall meet with the Employer’s designated department supervisor to discuss the grievance. Every effort will be made to resolve the grievance at the time of said meeting.

14.3 Written Grievance – If the grievant is not satisfied as a result of the meeting provided for under Section 14.2, the grievant shall reduce the grievance to writing. The written grievance shall include the factual basis of the grievance, the provision or provisions of the Agreement allegedly violated, and the remedy sought. Said written grievance must be filed by the grievant with the Employer within five (5) working days of the meeting provided for in Section 14.2, and must be signed and dated by the grievant and the Union’s grievance representative.

14.3.1 Upon receipt of a written grievance, the Employer’s designated department supervisor shall sign and date the grievance and shall give a copy of the grievance to the grievant.

14.3.2 The department supervisor shall answer a written grievance in writing within ten (10) working days following the day the grievance was received. The supervisor’s response shall include the reasons for his or her decision and any supportive evidence that may be applicable.

14.4 Appeal of Supervisor’s Decision – If a grievant is not satisfied as a result of the department supervisor’s written response, the grievant may appeal the supervisor’s decision to the Mayor in writing within ten (10) working days of the date of the department supervisor’s decision, said appeal to be signed and dated by the grievant. The Mayor or his designated representative may hold a meeting with the grievant, who shall have the right to Union representation, within five (5) working days of the written appeal to confer and reach, if possible, a satisfactory resolution of the grievance. In any case, the Mayor shall make the final Employer decision to affirm, reverse, or modify the department supervisor’s decision, and such decision shall be rendered in writing within ten (10) working days of the filing of the grievant’s appeal.

14.4.1 Arbitration – The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The Union shall give written notice to the Employer of its intent to submit a grievance to arbitration within thirty (30) calendar days of the Mayor’s decision. The Union shall, within ten (10) calendar days of the Union’s request to arbitrate, request a Public Employment Relations Commission staff arbitrator.

14.4.2 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s) involved.

14.4.3 The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case. Either party may request that a stenographic record of the hearing be made. The party requesting such record shall bear the cost thereof, provided, however, if the other party requests a copy, such cost shall be shared equally.

14.5 Costs – Any costs resulting from the processing of an employee grievance shall be borne by the party incurring the cost.

ARTICLE 15 SCOPE AND FINALITY OF AGREEMENT

15.1 If any provision or application of this Agreement is held to be contrary to law, such provision or application shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

15.2 The Employer or his representative(s) and the Union’s representative(s) shall meet at mutually agreeable times during the term of this Agreement to review the administration of the same.

15.3 It is agreed between the Employer and the Union that this Agreement constitutes the entire agreement between the parties hereto, and no statement, promise, past practice(s), or inducement which is not contained herein shall be binding or acknowledged. It is further agreed that this Agreement may not be enlarged, modified, or altered except by and with the written consent of both parties.

ARTICLE 16 CLOTHING ALLOWANCE

16.1 The Employer shall reimburse each full-time employee, who has completed their first year of service for boots authorized by the Employer. The boot reimbursement shall not exceed Three Hundred Fifty Dollars (\$350.00) per calendar year, and shall be reimbursed upon receipt.

16.2 Provided Clothing - City shall provide rain gear and other protective clothing as required for the City building official.

16.3 The yearly F.R. clothing allowance for eligible employees will be \$1,750.

ARTICLE 17 LABOR MANAGEMENT COMMITTEE

17.1 Labor Management – The Employer and the Union agree that a need exists for closer cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Union and the Employer require consideration. To accomplish this objective, the Employer and the Union agree that no more than two (2) duly authorized representatives of the Union shall function as one-half (½) of a Labor-Management Committee, the other half being no more than two (2) representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

17.2 Should the Union and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in an Appendix to the Agreement.

ARTICLE 18 DURATION OF AGREEMENT

18.1 This Agreement shall become effective upon ratification by the Mayor and City Council of the City of McCleary and by the non-exempt, full-time employees of the Employer’s Public Works Department, acting by and through their union, the International Brotherhood of Electrical Workers Local 77.

18.2 This Agreement shall remain in effect through December 31, 2025. Negotiations for a successor Agreement shall begin at least one hundred and twenty (120) calendar days prior to December 31, 2025.

ARTICLE 19 RATIFICATION

19.1 Approved and ratified by the Mayor and City Council of McCleary as recorded in the minutes of the City Council’s meeting of and by the Mayor’s signature dated _____, 2022.

DATED this _____ day of _____, 2022.

FOR THE CITY OF McCLEARY

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Chris Miller, Mayor of McCleary

Rex Habner, Business Manager

Chris Henning, Business Representative

ATTEST:

Ann-Marie Zuniga, City Clerk Treasurer

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

Chris Coker, City Attorney

APPENDIX A
CITY OF MCCLEARY, WASHINGTON
AND

LOCAL UNION NO. 77 OF ELECTRICAL WORKERS

2023 Wage Table

LINE CREW

Classification		Hourly Wage
Senior Lineman	112.5% of Lineman rate	\$63.56
Lineman		\$56.50
Lineman in Training 4001 to 6000 hours	95% of Lineman rate	\$53.68
Lineman in Training 2001 to 4000 hours	87% of Lineman rate	\$49.16
Lineman in Training 0 to 2000 hours	80% of Lineman rate	\$45.20
Line Equipment Operator 3 rd year of employment with the City	82% of Lineman rate	\$46.33
Line Equipment Operator 2 nd year of employment with the City	79% Lineman rate	\$44.64
Line Equipment Operator 1 st year of employment with the City	76% Lineman rate	\$42.94
Ground Worker		\$30.75
Beginning Ground Worker		\$20.42

OTHER REPRESENTED POSITIONS

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Office Clerk	\$4,157.81	\$4,242.49	\$4,328.51	\$4,417.17	\$4,505.83	\$4,595.83
Public Works/Planning Assistant	\$4,414.54	\$4,504.51	\$4,594.51	\$4,685.81	\$4,779.77	\$4,875.05
Utility Accounts Manager	\$5,311.31	\$5,419.41	\$5,529.92	\$5,643.22	\$5,757.94	\$5,872.53
Building Official	\$5,731.23	\$5,847.66	\$5,966.77	\$6,088.52	\$6,212.90	\$6,337.28
Deputy City Clerk Treasurer						\$6,022.45

2024 Wage Table

LINE CREW

Classification		Hourly Wage
Senior Lineman	112.5% of Lineman rate	\$66.77
Lineman		\$59.35
Lineman in Training 4001 to 6000 hours	95% of Lineman rate	\$56.38
Lineman in Training 2001 to 4000 hours	87% of Lineman rate	\$51.63
Lineman in Training 0 to 2000 hours	80% of Lineman rate	\$47.48
Line Equipment Operator 3 rd year of employment with the City	82% of Lineman rate	\$48.67
Line Equipment Operator 2 nd year of employment with the City	79% of Lineman rate	\$46.88
Line Equipment Operator 1 st year of employment with the City	76% of Lineman rate	\$45.10
Ground Worker		\$31.98
Beginning Ground Worker		\$21.24

OTHER REPRESENTED POSITIONS

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Office Clerk	\$4,324.12	\$4,412.19	\$4,501.65	\$4,593.86	\$4,686.07	\$4,779.66
Public Works/Planning Assistant	\$4,591.12	\$4,684.69	\$4,778.29	\$4,873.25	\$4,970.96	\$5,070.05
Utility Accounts Manager	\$5,523.76	\$5,636.18	\$5,751.12	\$5,868.95	\$5,988.25	\$6,107.43
Building Official	\$5,960.47	\$6,081.57	\$6,205.44	\$6,332.06	\$6,461.42	\$6,590.77
Deputy City Clerk Treasurer						\$6,263.35

2025 Wage Table

LINE CREW

Classification		Hourly Wage
Senior Lineman	112.5% of Lineman rate	\$69.46
Lineman		\$61.74
Lineman in Training 4001 to 6000 hours	95% of Lineman rate	\$58.65
Lineman in Training 2001 to 4000 hours	87% of Lineman rate	\$53.71
Lineman in Training 0 to 2000 hours	80% of Lineman rate	\$49.39
Line Equipment Operator 3 rd year of employment with the City	82% of Lineman rate	\$50.63
Line Equipment Operator 2 nd year of employment with the City	79% of Lineman rate	\$48.77
Line Equipment Operator 1 st year of employment with the City	76% of Lineman rate	\$46.92
Ground Worker		\$32.94
Beginning Ground Worker		\$21.88

OTHER REPRESENTED POSITIONS

Classification	Step A	Step B	Step C	Step D	Step E	Step F
Office Clerk	\$4,453.85	\$4,544.56	\$4,636.70	\$4,731.67	\$4,826.65	\$4,923.05
Public Works/Planning Assistant	\$4,728.85	\$4,825.23	\$4,921.63	\$5,019.44	\$5,120.09	\$5,222.15
Utility Accounts Manager	\$5,689.47	\$5,805.27	\$5,751.12	\$5,045.01	\$5,167.90	\$6,290.65
Building Official	\$6,139.29	\$6,264.01	\$6,391.61	\$6,522.02	\$6,655.26	\$6,788.49
Deputy City Clerk Treasurer						\$6,451.25