

AGREEMENT

by and between

CITY OF MCCLEARY

and

OLYMPIC MOUNTAIN

FOP LODGE #23

McCleary Labor Committee



January 1, 2021 to December 31, 2023

Article 1. PREAMBLE

- 1.1 This Agreement is between the City of McCleary Employer, and Olympic Mountain Fraternal Order of Police Lodge 23, McCleary Labor Committee (the "FOP") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours, terms and conditions of employment.

Article 2. RECOGNITION

- 2.1 Scope of the Bargaining Unit—The City hereby recognizes the Olympic Mountain FOP Lodge 23 Labor Committee hereinafter referred to as the "FOP" as the exclusive collective bargaining representative, for the purposes stated in Chapter 41.56 RCW, incorporating all full-time and part-time, regular Officers of the McCleary Police Department, excluding the Chief of Police and casual Officers. A part-time Officer is defined as an Officer regularly scheduled for 20 hours or more per week. Only full-time officers shall accrue contract benefits and the benefit rights for part-time Officers shall be determined in accordance with law or the requirements of any applicable insurance policy or pact.

Article 3. UNION SECURITY

- 3.1 New Employees – The City (Employer) will provide the Union with reasonable access 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.
- 3.2 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.

- 3.2 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.
- 3.4 Check Off of FOP Dues—The Employer shall deduct monthly FOP dues or payments as authorized by the officer through a signed dues deduction authorization card in the amount certified by the FOP from each officer’s monthly pay, which shall be remitted by the City of McCleary no later than the fifth day of each month to the FOP, 222 East Town Street, Columbus, Ohio 43215. The FOP agrees to indemnify and save harmless the Employer from any and all liability resulting from the dues check off system.

Article 4. OFFICER DEFINITIONS

- 4.1 Within each general type defined below, Officers will be further classified as full-time, part-time or casual depending upon the hours that they are regularly scheduled to work on a continuous basis. “Full-time” refers to those scheduled to normally work forty (40) hours or more within a designated work week. “Part-time” refers to those scheduled to work at least eighty (80) hours a month but less than forty (40) hours within a designated work week. Part-time Officer’s accruable benefits shall be prorated. “Casual” refers to those scheduled to work less than thirty (30) hours a month.
- 4.2 Probationary Officer, Entry. An Entry Officer appointed from an eligibility list certification who has not yet completed the probationary period established under Civil Service rules. Probationary Officers, Entry may be disciplined or terminated without recourse to the grievance procedure.
- 4.3 Probationary Officer, Lateral. A Lateral Entry Officer appointed from an eligibility list certification who has not yet completed the probationary period and established by Civil Service rules. Probationary Officers, Lateral may be disciplined or terminated without recourse to the grievance procedure.

Article 5. MANAGEMENT RIGHTS

- 5.1 Customary Functions—Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and, as such, maximized performance is recognized to be an obligation of Officers. In order to achieve this goal, the parties hereby recognize the Employer’s right to manage and operate the Department except as may be limited by an express provision of this Agreement. This right to manage shall include, but not be limited to, directing the activities of the Department; determining the level of service and methods of operation, including the introduction of new equipment; the right to hire or promote any Officer; the right to lay off or transfer an Officer within the Department; the right to discipline or discharge for cause; the right to determine work schedules and assign work; and the right to establish reasonable performance standards.

- 5.2 The Employer reserves the right to utilize volunteer Officers to the extent it deems appropriate; PROVIDED, such practice supplements and does not supplant the regular work force.
- 5.3 Unless restricted by a specific contract provision, management retains all rights. Nothing contained in this provision shall be construed as to give the Employer the right to make unilateral changes in wages, hours and working conditions which are mandatory subjects of bargaining.

Article 6. OFFICER LAYOFF

- 6.1 Officers subject to layoff for any reason shall be notified no less than thirty (30) calendar days prior to the implementation of such action.
- 6.2 In the event of a layoff, an Officer shall have the rights set forth in the Civil Service rules.

Article 7. LEAVES

- 7.1 Jury Duty—Any Officer who is called for jury duty shall receive from the Employer the Officer's regular rate of pay for the actual time required to be absent from work because of such jury duty. Any remuneration received from the court, exclusive of mileage reimbursement, shall be remitted to the Employer.
- 7.2 Leave of Absence—The Mayor may grant leaves of absence without pay or benefits for absence from work not covered by any other type of leave or if other leave balances are exhausted. During an authorized leave of absence, the Officer shall not accrue seniority.
- 7.3 Bereavement Leave—If any Officer covered by this agreement suffers a death in the Officer's immediate family or in the immediate family of the Officer's spouse, such Officer shall be allowed up to three (3) shifts of bereavement leave with pay. The Officer may choose to take additional vacation, sick or compensatory leave. The Chief of Police or in his absence, the Mayor, may approve additional leave.

Article 8. SICK LEAVE

- 8.1 Sick Leave—With each month of completed continuous employment with the Employer, sick leave with pay shall be accrued by each full-time Officer at the rate of eight (8) hours for each month of employment. Sick leave may be accrued to a maximum of four hundred eighty (480) hours.

An Employee may cash out sick leave on separation from employment under the following conditions:

1. Employees who are discharged for just cause or who voluntarily terminate their employment are not eligible for sick leave buyout.
2. The estate of an employee killed in the line of duty may cash out fifty percent (50%) of the accrued sick leave bank.

3. An employee who dies other than in the line of duty, becomes disabled or retires with a minimum of fifteen (15) years of service with the City may cash out up to twenty-five percent (25%) of their accrued sick leave bank.
- 8.2 An Officer who has exhausted sick leave and can document need of additional time due to medical reasons, shall be granted up to thirty (30) calendar days leave of absence without pay at no loss of seniority; PROVIDED that, upon written request, the Mayor may grant an additional fifteen (15) calendar days leave of absence without pay at no loss of seniority.
- 8.3 An Officer may utilize accrued sick leave to care for the illness of an immediate family member. Family for the purposes of this section shall be defined as a parent, brother, sister, spouse, son, daughter, stepchild, or grandparent.

Article 9. CIVIL LIABILITY

- 9.1 False Arrest Insurance—The Employer shall maintain insurance coverage for the protection of the City and the Officers. In addition, Officers shall be protected by such coverage as may be otherwise available to Employees of the City. Participation in the Washington Cities Insurance Authority Risk Pool providing coverage for action within the scope of employment shall be considered adequate coverage under this provision.

Article 10. WORK STOPPAGE

- 10.1 Work Stoppage—The Officers shall not cause or engage in any work stoppage, strike, slowdown, or other interference with City functions. Officers who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the Employer.
- 10.2 Officers shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work.

Article 11. PERSONNEL FILES

The following conditions shall apply to information placed in an Officer's file:

- 11.1 Officers shall be allowed supervised access to their personnel files upon request and shall be permitted to make copies of any and all information contained therein.
- 11.2 Officers shall be permitted to submit written rebuttals on any and all information placed in their file. Such rebuttals shall be attached to the information which generated the rebuttal.
- 11.3 The Employer shall maintain a personnel file for each officer that shall contain all information and/or materials relating to each Officer's employment, discipline and training as well as medical information. The personnel file may be maintained in the Office of the City Clerk or the Department provided, however, that the Officer shall have access to all portions of his or her file regardless of location. Supervisor's notes that have not been formalized in a disciplinary, training or counseling notice to the Employee are not part of the personnel file.

- 11.4 Any information relating to and/or associated with unfounded, unsubstantiated, or not sustained departmental internal investigations shall not be placed or maintained in an Officer's personnel file. Such documents shall be maintained in a separate file and released only as required by the Washington Public Records Act.
- 11.5 Officers shall be provided with a duplicate copy of all information placed in their personnel file contemporaneously with such information being placed in the file.
- 11.6 Written reprimands will be removed from the Employee's personnel file three (3) years from the date said reprimand was issued, provided no further reprimands of a like nature have been issued within the three (3) years from the date said reprimand was issued so long as no further reprimands of a like nature have been issued within the preceding three-year (3) period. This limitation shall not apply to suspensions or demotions. Suspensions or demotions shall be removed after seven (7) years from the date the discipline was taken as long as no similar incidents have occurred within period.
- 11.7 Outside inquiries—Upon receipt of a request for all or any part of an Employee's personnel file or an internal investigation file related to the employee, regardless of the finding, the affected employee shall be notified of the request. The Employer shall provide the Employee with a copy of any communication with the requestor which indicates the date upon which records are to be released. The Employee at his or her cost may oppose release of any record in accordance with the procedures established by the Washington Public Records Act, RCW 42.56 as the same exists or is hereafter amended.

Article 12. OFFICER DISCIPLINE

- 12.1 Types of Discipline—The following forms of discipline are subject to the provisions of 12.2 below. Written Warning, Suspension, Demotion or Discharge. Counseling statements and oral warnings, regardless of whether noted in personnel file are not forms of discipline subject to the procedures of 12.2. Any written notation or oral warning shall be removed from a personnel file in the same manner as provided for written reprimands under Section 11.7 of this Agreement.
- 12.2 Officer discipline shall be grieved pursuant to the Civil Service rules and procedures of the City of McCleary or as provided in Article 24 of this Agreement. The Employee filing a grievance shall do so either under the provisions of the Civil Service rules or this Agreement but not both.

Article 13. OFFICER RIGHTS

All Officers within the bargaining unit shall be entitled to the following protections in any internal investigation proceeding conducted by the City of McCleary on its behalf by an outside agency, provided, however, that these protections shall not be applied to a criminal investigation conducted by an outside agency:

- 13.1 Investigations and Interrogations – Before any interrogation commences, the Officer shall be informed in writing, of the name of the complainant, the specific nature of the investigation and whether the Officer is a witness or suspect, including the name, address and other information necessary to reasonably apprise the Officer of allegations of such complaint. The written

notification shall also advise the Officer of his right to have FOP representation present during any and all interviews.

- 13.2 During an internal investigation, the subject officer shall be entitled to the presence of a representative and, if the subject officer chooses, legal counsel to be present during questioning and for any hearings or meetings related to the investigation at which the subject officer's presence is compelled by the Department, provided, however, that an interview shall not be unreasonably delayed in order to obtain the presence of legal counsel. An unreasonable delay is any delay of more than five (5) business days from the date the original interview was scheduled.
- 13.3 Immediately prior to being interviewed, the subject officer shall be given an opportunity to review all witness interviews, and other evidence (available at the time) regardless of form, to be reviewed by the subject officer and his or her representative and legal counsel.
- 13.4 An investigation shall not be deemed concluded until the officer has received notice that the investigation has been concluded. Such notice shall specify the specific proposed discipline to be applied.
- 13.5 Before the Department issues final discipline to an officer, the Department shall grant the officer a hearing, upon written request, with the Chief of Police for the officer to rebut the allegations or provide mitigation.
- 13.6 Polygraph Tests – No Officer shall be required to take or be subjected to any polygraph test as a condition of continued employment.
- 13.7 Substance Abuse Tests – No Officer, except those Officers required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment.

Article 14. CALL-BACK

Call-Back – Officers who are called into service (e.g. additional shift assignments, court, etc.) after completing their regular shift shall be paid a minimum of two (2) hours overtime. For the purposes of the Article, called into service means exiting the officer's residence in uniform. When an officer exercises his discretion not to respond to a call, a thirty (30) minute minimum will apply. The minimum listed above is not intended to apply for hours worked in conjunction with the Officer's regular scheduled hours of work and shall not include scheduled overtime.

Article 15. COMPENSATORY TIME

- 15.1 Officers may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the same rate as the overtime is paid.
- 15.2 Compensatory time may be accrued up to sixty (60) hours.
- 15.3 Unused compensatory time to a maximum of sixty (60) hours may be cashed out hour-for-hour at the Officer's applicable regular straight time hourly rate of pay on the Officer's anniversary date.

Article 16. HOURS OF WORK

- 16.1 Patrol/Shift – Patrol officers shall work shift schedules as assigned by the Employer. Days off shall be consecutive. When the Employer deems it necessary, shift schedules may be established which are different than those in effect on the signing of this Agreement. Unless the change in work schedules is due to a bona fide emergency, the Chief of Police shall provide a five (5) day written notice as required in section 16.3 of this Agreement.
- 16.2 Overtime – The employer may utilize a Section 7(K) work period of from 7 to 28 days. Overtime shall be paid when an officer exceeds the hours permitted under the FLSA limitation or the work period. An Officer shall seek permission of the Employer or designee prior to working any overtime excluding overtime which would be considered obligatory in nature. Compensatory time, holiday time, sick leave, and vacation leave shall be counted as time worked for the purpose of overtime calculations.
- 16.3 Patrol/Shift Changes – Except in an emergency changes in the regular work schedule and adjustments in the scheduled shifts to cover absences due to vacations or attendance at training schools will be posted no later than five (5) working days prior to said change.
- 16.4 Field Training Officer – Certified Field Training Officers, who are assigned by the Chief to work in the capacity of FTO for more than four (4) hours during a shift shall receive an additional one-half (.5) hour pay at the overtime rate.
- 16.5 Officers shall bid on the available shifts designated by the Chief. The bid shall be based on service with the McCleary Police Department. The Chief may adjust bid schedules to address bona fide management issues, such as, but not limited to, training, discipline, supervision or illness/disability after notice in accord with Section 16.3.

Article 17. VACATION

- 17.1 Vacations – Vacations shall accrue monthly and shall be credited to each Officer’s vacation accrual bank in accordance with the following provisions and schedule listed below:

Month of City Service	Hours Accrued Per Month	Hours of Vacation Per Year
1-60	8.0	96
61-120	12.0	144
121-180	15.0	168
181	16.0	192

- 17.2 Vacation Increments – the City considers it desirable for Officers to take the bulk of their vacation in increments long enough to provide the intended rest and relaxation. In general, vacations may be taken during any portion of the year, and consideration should be given to the business needs of the City and personal preferences of Officers. The actual scheduling of vacations, however, is within the responsibility of the Chief of Police. An Employee who is on probation may not use vacation.

- 17.3 Vacation accrual shall be capped at a maximum of three hundred twenty (320) hours. An Officer who exceeds the maximum call shall, within sixty (60) calendar days be required to use the excess accrued vacation. Failure to reduce the accrual to the maximum cap within sixty (60) calendar days shall cause such excess to be cashed out at the Officer's current rate of pay. Employees may elect to take the cash out in cash or have it deposited into a deferred comp account or a medical savings account.
- 17.4 Pay in Lieu of Vacation – Pay in lieu of vacation is not normally approved or encouraged. However, exceptions may be made only in the case of a compelling reason. Exceptions must be approved by the Mayor and Council, and may only be considered for Officers who have vacation allowance in excess of two (2) weeks. The consent of both parties is required.
- 17.5 In the event the Employer or designee causes the maximum accrual to be exceeded, the Officer shall have the option to have the excess accrued hours cashed out, or in the alternative, accrue above the maximum hours allowable, provided however, such excess vacation hours are utilized within ninety (90) calendar days from the date the maximum accrual is exceeded. Any vacation accrued beyond the maximum at no fault of the Officer shall not be forfeited.
- 17.6 Officers who resign without providing fourteen (14) calendar days' notice shall not be paid for all accrued vacation. Officers who provide said notice shall be paid all accrued vacation time hour for hour at their current regular straight time hourly rate of pay. Should an Officer be terminated, said officer shall receive all accrued vacation time. The beneficiary or estate will receive any payment for unused vacation time due a deceased Officer at the time of death. Exceptions to the fourteen (14) calendar day notice of employment separation may be granted on a case by case basis at the sole discretion of the Mayor.
- 17.7 The Officers shall choose vacation time in order of seniority. When an Officer requests to split vacation into two (2) or more periods, no second or third choice may be made until all other Officers have made their first selection or second selection respectively. The Employer will post a department vacation roster on or about February 15th, and will reserve the right to make final changes or modifications depending on bona fide operational requirements.

Article 18. HOLIDAYS

- 18.1 Commissioned officers shall receive one-hundred-ten (110) hours of leave time annually. All hours not used shall be paid at their regular straight time hourly rate of pay in a separate check during the month of December of each calendar year. The check shall be issued no later than December 15th. In the event an Officer does not complete a full year of service, holiday compensation paid under this provision shall be paid to the Officer on a pro rata basis.
- 18.2 Officers who work on a holiday shall be compensated for that day at the rate of one-and one half the hourly rate of pay. The Officer may elect to take compensation for the holiday worked in the form of compensatory time.
- 18.3 The City recognizes eleven (11) paid holidays per year. The holidays are as follows:

New Year's Day January 1	Independence Day July 4	Christmas Day December 25
Martin Luther King, Jr. Birthday Third Monday of January	Labor Day First Monday of September	The Day after Christmas December 26
Presidents Day Third Monday of February	Veteran's Day November 11	Floating Holiday
Memorial Day Last Monday of May	Thanksgiving Day Fourth Thursday of November	

Article 19. HEALTH AND WELFARE

- 19.1 An Officer who receives eighty (80) hours of compensation in the previous month shall be entitled to medical coverage through AWC Health First 250, which is underwritten by Washington Physician Services. On or before September 30, 2018, the Union may exercise an option to move to the LEOFF Plan F effective January 1, 2019, for health and vision coverage.
- 19.2 Medical Premiums – The Employer shall pay one hundred percent (100%) of the Officer's premium and eighty-five percent (85%) of the spouse and dependent premium. The Officer shall pay the remaining fifteen percent (15%) of said spouse and dependent premium.
- 19.3 Dental Premium – During the term of this Agreement, an Officer who receives eighty (80) hours of compensation in the previous month shall be entitled to one hundred percent (100%) employer paid premium of the dental plan. Premiums for the spouse and dependents shall be paid by the city at the 100% rate.
- 19.4 Vision Premium – During the term of this Agreement, an Officer who receives eighty (80) hours of compensation in the previous month shall be entitled to one hundred percent (100%) employer paid vision coverage. Premiums for the spouse and dependents shall be paid by the city at the 100% rate.
- 19.5 Life Insurance – The City will provide a life insurance equal to the yearly salary of each officer.

Article 20. UNIFORMS AND EQUIPMENT ALLOWANCE

- 20.1 The Employer shall reimburse each full-time officer who has completed their first year of service for clothing or equipment authorized by the Employer. The clothing reimbursement shall not exceed Eight Hundred Dollars (\$800)0 per calendar year. Clothing reimbursement shall be based on normal wear as determined by the Chief. The city will replace equipment damaged in the line of duty.
- 20.2 Upon employment, the Employer shall provide the service equipment listed below.

POLICE OFFICER	
Upon Employment	After Training
Gun Belt	Capstun & Holster
Holster	Applicable Baton & Holder
Three (3) Ammunition Magazines	

Jacket	
Two (2) Complete Sets of Uniforms – Winter and Summer	
Two (2) Pairs of Boots	
Two (2) Cuff Cases	
Shirt and Coat Badges	
Magazine Pouch (Double)	
Two Handcuffs	
Service Weapon	
One (1) Jump Suit – The suite shall not be provided until after the Officer has completed the probation period.	
One (1) Protective Ballistic Vest Threat Level II per IJJ Standards (Soft Body Armor)	

- 20.3 All service equipment including department insignias issued to Officers, is and shall remain the sole property of the McCleary Police Department. All issued service equipment shall be promptly returned in good condition upon separation of employment.
- 20.4 Officers shall continue the current practice of driving issued vehicles to and from their residences, if said residence is within ten (10) miles of the McCleary City limits.
- 20.5 All commissioned Officers shall be required to wear the department issued protective vest while on duty. The protective vest shall meet or exceed the minimum requirements set forth in the National Institute of Justice standards in effect on the date of ratification of this Agreement. Protective vests shall be replaced based upon the manufacturer's recommendations but no later than five (5) years.

Article 21. OFFICER COMPENSATION

- 21.1 For 2021, effective January 1, 2021, the wage matrix for Sergeant and Police Officer shall be adjusted upwards by six percent (6%). Effective January 1, 2022, the wage matrix for Sergeant and Police Officer shall adjust upwards by five percent (5%). Effective January 1, 2023, the wage matrix for Sergeant and Police Officer shall adjust upwards by four percent (4%). In addition, a sixth step will be added to the wage matrix. Wage tables are provided in Appendix.
- 21.2 Educational Incentive, Longevity Pay and shift differential (See Articles 22 and 26) are included in base pay for the purpose of calculating contract overtime.
- 21.3 Being made effective January 1, 2018, officers working hours between 5 PM and 5 AM shall receive a shift differential of \$.50 per hour.

Article 22. EDUCATION INCENTIVE

- 22.1 Officers who meet the educational requirements specified hereinafter will receive one percent (1%) incentive increase in wages for the possession of 90 credits or Associates of Arts Degree/Associates of Science and an incentive increase of two percent (2%) increase for a

Bachelor of Arts or equivalent degrees. There will be a cap of five percent (5%) on the total of longevity and education pay which an Officer may receive.

Article 23. K-9 OFFICER

- 23.1 The City in its discretion shall determine whether to maintain a K-9 program. The K-9 Officer will remain on the current patrol schedule or such other schedule as the Chief of Police shall approve. The K-9 Officer retains the ability to bid for shifts by seniority. The K-9 Officer is an officer of the City and no additional compensation shall be provided for the assignment.
- 23.2 The K-9 Officer shall be allotted four (4) hours per week for the general maintenance and care of the dog and program equipment. The K-9 Officer will be released from regular duty for the first half hour and last half hour or his/her shift or such longer/shorter time depending on shift schedule in order to provide time for the maintenance and care of the dog.
- 23.3 The K-9 Officer is subject to callout for incidents reasonably related to this program; the K-9 Officer will be compensated in accordance with the current Collective Bargaining Agreement for callouts.
- 23.4 Required training to maintain certification of the program will be conducted during on-duty hours when adequate shift coverage exists in the absence of the K-9 Officer. Training will be at the discretion of the Chief of Police and approved by the Mayor. Specific training may be requested by the designated K-9 handler and is subject to approval by the Chief of Police and Mayor.
- 23.5 Veterinary care will be scheduled during the K-9 Officer's regularly-scheduled shift. In the event of an emergency occurring during a shift, emergency and maintenance care beyond the allotted release time shall be at the overtime rate.
- 23.6 To provide for the care of the dog during the K-9 Officer's vacations, the City shall pay or reimburse the K-9 Officer for the normal reasonable costs of kenneling at an appropriate kennel agreed upon by the K-9 Officer and the Chief of Police for up to ten (10) days per year. Any kenneling beyond the ten (10) days annually shall be at the cost of the K-9 Officer. Kenneling reimbursement will not be provided for any days the officer does not claim vacation time.
- 23.7 This Pilot Program and the K-9 Officer assigned may be terminated at the sole discretion of the City Council.

Article 24. GRIEVANCE PROCEDURE

- 24.1 Grievance Definition – For the purpose of this provision, the term “grievance” means any dispute by the Union against the Employer with respect to an alleged violation of an express term or provisions of the Agreement and to address alleged improper or inappropriate disciplinary action taken against an Officer only for just cause.
- 24.2 Officers grieving disciplinary action may utilize the established Civil Services procedures or the contractual grievance procedure as outlined in this Article; however, both procedures will not be used.

24.3 A grievance may be initiated with the Employer within thirty (30) calendar day so the Union or grievant's knowledge of the alleged violation, but in no event may a grievance be initiated after ninety (90) calendar days of the alleged violation or disciplinary action taken.

24.4 PROCEDURE

23.4.1 **Step One:** Written Grievance – The Officer may submit a written grievance to the Chief of Police setting forth the article or section of the contract allegedly violated, the facts, and the names of any known witnesses, and the remedy requested. No witnesses shall be excluded for failure to identify the witness(es) in the grievance. The Chief of Police or designee shall render a written decision which shall be delivered to the FOP and the grievant within thirty (30) calendar days of the Chiefs receipt of the grievance.

24.4.2 **Step Two:** Submission to May – If the grievance is not resolved to the Union's satisfaction, the Union shall submit the written grievance to the Mayor. The Mayor or Mayor's designee shall render a written decision which shall be delivered to the FOP and the Grievant within thirty (30) calendar days of the Mayor's receipt of the grievance.

24.4.3 **Step Three:** Arbitration – The Union may appeal an adverse decision of the Mayor or designee to a neutral arbitrator. The FOP shall give written notice to the Employer of its intent to submit the grievance to arbitration within thirty (30) calendar days of the Mayor's decision. The parties shall then have ten (10) calendar days to mutually agree to the identity of an arbitrator. If the parties cannot agree, the FOP shall have the option, within ten (10) calendar days of the FOP's request to arbitrate, of requesting a Public Employment Relations Commission staff arbitrator or in the alternative, request a list of seven (7) independent arbitrators from the Public Employment Relations Commission. In the event that a list of arbitrators is requested from PERC, the right to first strike from the list shall be determined by a flip of a coin.

24.4.4 If the Employer fails to respond to the grievance within the time limits specified at each step the grievance shall be determined to in favor of the grievant. If the FOP or grievant fails to meet any specified time limits, the grievance shall be conclusively withdrawn.

24.4.5 In accordance with any arbitration proceedings held pursuant to this Agreement, it shall be understood by the parties involved that:

24.4.6 If the grievance arises from alleged alleged misapplication or misinterpretation of the Agreement, the arbitrator shall have no power to render a decision that will add too, subtract from, after, change, or modify the terms of this Agreement, and this power shall be limited to interpretation or application of the express terms of this Agreement. In the case of a grievance of disciplinary action, the Employer shall have the burden of proving that the disciplinary action was taken for just cause.

24.4.7 The arbitrator shall rule only on the basis of the information presented in the hearing and shall refuse to receive any information after the hearing except upon mutual agreement between the parties.

24.4.8 Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be sworn and shall be subject to cross examination. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit post-hearing briefs within a time mutually agreed upon. Each party shall be limited to one brief with no reply or rebuttal brief. A copy of everything submitted to the Arbitrator shall be copied to the other party.

24.4.9 The decision of the arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the Officer(s) involved. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the post hearing briefs have been submitted to the arbitrator.

24.4.10 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, then such cost shall be shared equally.

Article 25. SEVERABILITY

25.1 Savings Clause – If an Article of the Agreement or any addenda thereto should be held invalid by operation of law by any court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such Court, the remainder of this Agreement and addenda shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article.

Article 26. DISABILITY LEAVE

26.1 Officers who are unable to work because of a disability may, upon exhausting all sick leave and vacation leave, be allowed up to sixty (60) calendar days of disability leave. During such disability leave the Officer shall not accrue seniority and shall not receive any wages or benefits. Disability Leave may be approved by the Mayor, or designee.

Article 27. LONGEVITY

- 27.1 An Officer who has completed seven and one-half (7.5) years of service shall receive two percent (2%) of their base wage.
- 27.2 An Officer who has completed fifteen (15) years of service shall receive four percent (4%) of their base wage.
- 27.3 An Officer who has completed twenty plus (20+) years of service shall receive six percent (6%) of their base wage.


Article 28. DEFERRED COMPENSATION PLAN

- 28.1 The Employer agrees to establish a Deferred Compensation program or participate in the Washington State Deferred Compensation Plan. Each employee who participates in the plan may defer the maximum amount allowed by Federal or State law.
- 28.2 The City will match deferred compensation allocation for each employee up to one percent (1%) of their annual salary as of January 1 each year.

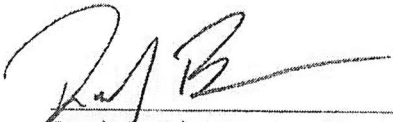
Article 29. TERM OF AGREEMENT

- 29.1 This Agreement shall become effective January 1, 2021, and shall continue in full force and effect to December 31, 2023, or until a new Agreement is ratified by the parties.
- 29.2 This Agreement shall be opened for modification if either party provides written notification of their desire to modify the Agreement. Such written notice must be provided no less than six months prior to the expiration of the Collective Bargaining Agreement. If no such notice is provided the Agreement shall continue in full force and effect.


THIS AGREEMENT IS EXECUTIED THIS 28th DAY OF October, 2020.



Brenda Orffer, Mayor
City of McCleary



Randy Bunch
Chief Steward – FOP



Buster McGehee
Labor Specialist – FOP

APPENDIX

WAGE TABLE 2021 - 2023

YEAR	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
2021	\$4685.00	\$4835.00	\$5028.00	\$5229.00	\$5439.00	\$5656.00
2022	\$4881.00	\$5077.00	\$5280.00	\$5491.00	\$5711.00	\$5939.00
2023	\$5077.00	\$5280.00	\$5491.00	\$5711.00	\$5939.00	\$6177.00

SERGEANT WAGE TABLE 2021-2023

YEAR	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
2021	N/A	N/A	N/A	N/A	\$5981.98	\$6221.26
2022	N/A	N/A	N/A	N/A	\$6281.07	\$6532.32
2023	N/A	N/A	N/A	N/A	\$6532.32	\$6793.61

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MCCLEARY
AND THE MCCLEARY POLICE
OFFICERS ASSOCIATION**

This Memorandum of Understanding is dated for reference purposes the 13th day of October, 2021 and is agreed to by and between the City of McCleary ("City") and the McCleary Police Association ("Association").

WHEREAS, the City and the Association entered into a collective bargaining agreement on behalf of all regular full-time and regular part-time police officers for the period from January 1, 2021, through December 31, 2023; and

WHEREAS, nothing contained in this Memorandum of Understanding deletes, negates, or otherwise changes any Article or Section in the current CBA between the two parties other than the change herein;

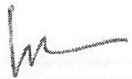
NOW, THEREFORE, the City and the Association agree as follows:

Take Home Vehicles

Vehicles: 20.6 Officers in good standing are authorized to utilize their assigned vehicles for transportation to and from the officers' homes up to a distance of twenty (20) miles from the city limits of McCleary, provided that an officer living more than twenty (20) miles from the city limits may elect to pay monthly for use of a take-home car beyond the 20 mile limit at the IRS mileage rate based on the Google map distance to and from the officer's home address. Personal use of the police vehicle is otherwise prohibited. The reimbursement rate shall be determined by the officer and chief and authorized by the officer as a payroll deduction.

CITY OF MCCLEARY

MCCLEARY POLICE ASSOCIATION



Mayor



Randy Bunch

Date: 10/14/2021