

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN



TEAMSTERS LOCAL UNION #252

AND

THE CITY OF McCLEARY, WASHINGTON

January 1, 2021 - December 31, 2024

Signed Original

ARTICLE 1	INTRODUCTION/RECOGNITION.....	1
ARTICLE 2	UNION SECURITY	1
ARTICLE 3	MANAGEMENT RIGHTS	2
ARTICLE 4	UNION RIGHTS	2
ARTICLE 5	EMPLOYEES DEFINED.....	3
ARTICLE 6	EMPLOYEE RIGHTS.....	3
ARTICLE 7	EMPLOYEE RESPONSIBILITIES	4
ARTICLE 8	EMPLOYEE COMPENSATION.....	5
ARTICLE 9	HEALTH AND WELFARE.....	7
ARTICLE 10	SICK LEAVE	7
ARTICLE 11	EMPLOYEE VACATIONS AND HOLIDAYS.....	8
ARTICLE 12	EMPLOYEE DISCIPLINE	10
ARTICLE 13	PROMOTIONS, LAYOFFS, AND SENIORITY	10
ARTICLE 14	GRIEVANCE PROCEDURES	10
ARTICLE 15	PERSONNEL FILES.....	11
ARTICLE 16	SCOPE AND FINALITY OF AGREEMENT	12
ARTICLE 17	LABOR MANAGEMENT COMMITTEE	13
ARTICLE 18	COMPENSATION FOR VOLUNTEER SERVICES	13
ARTICLE 19	CLOTHING ALLOWANCE.....	13
ARTICLE 20	DURATION OF AGREEMENT.....	13
ARTICLE 21	RATIFICATION	14
APPENDIX A	15

Signed Original

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 Teamsters Local 252, hereinafter referred to as the "Union", representing the non-exempt, full-time and regular part-time classifications as set forth in the wage Appendix 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 Teamsters Local 252 as the exclusive bargaining agent for all regular, non-exempt, full-time and regular part-time classifications as set forth in the wage Appendix.

ARTICLE 2 UNION SECURITY

2.1 The City shall recognize the Chauffeurs, Teamsters, and Helpers Union, Local 252, affiliated with the International Brotherhood of Teamsters (Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

2.2 The Employer shall remain neutral when communicating with employees about Union membership. The Union shall have up to a thirty (30) minute orientation with new employees' during the employees' regular work hours. The Union will explain that it is the designated as the exclusive representative for all employees covered under the Collective Bargaining Agreement. The Union shall inform each new employee that membership in the Union is voluntary and only when an employee clearly and affirmatively consents to joining the Union may the Union collect dues/assessments. In addition, the Union shall explain to the new employee the rights and the benefits the employee would forgo by being a non-member.

2.3. It is mutually agreed that only Union members of this unit shall engage in active participation in Union affairs of this unit or serve in a role of leadership of the unit such as: serving as a delegate or representative, serving on negotiating or other Union committees, or participating in other similar activities to the interest of the unit.

2.4 For current Union members and those who choose to join the Union, the Employer shall deduct each pay period all appropriate Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to the Union. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

2.5 Whichever party (Employer or Union) that receives the original Authorization for Payroll Deduction from the employee shall provide an electronic or hard copy of the authorization to the other party within 10 days of the employee executing the document.

2.6 The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. When employee is a union member, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

2.7 Indemnification and Hold Harmless. The Union agrees to indemnify and save the Employer harmless against any and all liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. [If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

2.8 The City and the Union signatory to this Agreement agree that the public interest requires the efficient and uninterrupted performance of all city services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Union and/or employees covered by this agreement shall not cause or engage in any work stoppage, strike, slowdown or other interference with City functions. Employees covered by this agreement who engage in any of the foregoing actions shall be subject to such disciplinary actions as may be determined by the City, including, but not limited to, the recovery of any financial losses suffered by the City.

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 methods, 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 classifications as set forth in the wage Appendix 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 One employee from the bargaining unit may attend negotiations on duty.

ARTICLE 5 EMPLOYEES DEFINED

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

5.2 A part-time regular employee shall be a person regularly scheduled to work less than forty (40) hours per week hours, inclusive of paid leaves, and who has successfully completed his or her probationary period.

5.3 A casual employee shall be an employee not allowed to work more than seven hundred (700) hours per calendar year and shall be excluded from the bargaining unit.

5.4 Prior to becoming a full-time or part-time regular employee under the terms and conditions of this Agreement, the employee must successfully complete an uninterrupted, continuous twelve (12) month probationary period. Any probationary employee may be disciplined or terminated without recourse during his or her probationary period.

5.5 A full-time regular employee assigned to a different job classification within the Bargaining Unit 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.

5.6 Should the employee desire to return to the position from which he/she was promoted, he/she shall be allowed to move back to the original position at any time during the probation period.

5.7 The employer reserves the right to establish part time positions. Part time positions working an average of 20 hours, but not less than 39 hours per week shall receive the following benefits:

Vacation - 4 hours per month

Sick Leave - 4 hours per month

ARTICLE 6 EMPLOYEE RIGHTS

6.1 **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.

6.2 **LUNCH BREAK** - Each employee shall be entitled to a one-half (1/2) hour lunch break, provided the total number of hours in the standard work day totals eight-and-one-half (8 1/2) hours,



comprised of eight (8) hours of work and one-half (1/2) 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:

- a) meet staffing needs in terms of keeping City offices open during the normal work week, as established by the Mayor,
- b) ensure efficient and timely completion of work projects, and/or
- c) handle emergencies that may arise during the course of conducting the Employer's business.

6.3 REST PERIODS - Employees shall be entitled to two (2) rest periods each work day. The rest periods 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 scheduling of an employee's rest period may be modified by the employee's supervisor or designee.

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 Teamsters Local #252.

7.2 The Employer shall not unilaterally adopt, amend or revise policies which are mandatory subjects of bargaining, except as provided in RCW 41.56.

7.3 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.

7.4 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.

7.5 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 a local training site shall be compensated except for the first twenty-five (25) miles. All travel time from the local training site shall be compensated except for the first twenty-five (25) miles



7.6 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.

ARTICLE 8 EMPLOYEE COMPENSATION

8.1 WAGES - The salaries for all classifications of employees covered by this Agreement shall be as set forth in Appendix A of this Agreement.

8.2 HOURS OF WORK - The regular work schedule shall be five (5) consecutive eight (8) hour work days (Monday through Friday), followed by two (2) consecutive days off. The Employer may establish a work week of five (5) consecutive days other than Monday through Friday, provided the employee is given ten (10) calendar days' notice of such change. In the event of an emergency, the ten (10) day notice shall not be required.

8.3 WORK HOURS, EXCEPTIONS - Short term changes (for an established period of time) from normal work hours may be approved by the Mayor for special considerations. Employee requests for temporary work hour modifications shall be in writing, submitted not less than ten (10) calendar days in advance of the change, (unless an emergency) stating the reason for the request and the specific length of the term.

8.4 An employee's regular hourly rate of pay shall be computed by multiplying the monthly salary, including longevity, by twelve (12) and dividing the product by two thousand eighty (2080) hours.

8.5 OVERTIME - When an employee is required by the Employer to work any time in excess of the established work week, the Employer shall compensate the employee by payment of overtime or compensatory time. The employee may elect either overtime or compensatory time as payment, in accordance with the Fair Labor Standards Act (FLSA). Overtime and/or Compensatory time shall be accrued at the rate of one and one half (1.5) hours for each hour worked in excess of the standard forty (40) hours per week. Any overtime work performed as part of a disaster declaration event, or any hours worked past midnight when in conjunction with IBEW crews, shall be accrued at two (2) times the employee's base rate of pay. 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 one (1) hour at a time.

8.6 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. Any compensatory time accrued in excess of forty (40) hours must be used by the employee within thirty (30) days of accrual unless waived by the Employer. Should the Employer refuse to grant a request for compensatory time off, and if the employee requests payment, said compensatory time shall be paid on the next pay period.

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

8.8 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.



8.9 An employee may request on a monthly basis, subject to the approval of the employer, to be cashed out for all or part of their accrued compensatory time provided that such request is submitted to the employer prior to the monthly payroll cut off period.

8.10 Employees assigned weekend duty shall be on call and fit for duty to perform duties assigned by the Employer from 8:00 p.m. Friday through the next regularly scheduled workday and be initial responder to any emergency calls or situations requiring response from employees of Teamsters Local Union #252. Weekend duty assignments are scheduled by the Public Facilities Manager and done in rotation with flexibility allowing employees to exchange weekends with others within the Union as needed with approval of the Employer. An employee assigned for a weekend duty shift shall be available by text or telephone call assignments and shall respond within a reasonable period of time, in no event more than 20 minutes from the time of the call or text. The compensation for each weekend duty shift worked shall be \$300. If the weekend includes a holiday, employee shall receive eight hours of straight time comp time in addition to weekend duty pay.

8.11 SALARY AND WAGE PAYMENTS - Salary and wage payments shall be made upon the fifth (5th) workday of the month following the month in which work is performed,; PROVIDED, each full time employee may receive, on the twentieth (20th) day of each month, a partial payment of accrued salary or wages, in the draw amount established from time to time by action of the Mayor and City Council. If, for any reason (i.e., equipment malfunction, change in state, or federal reporting laws etc.) ,the employer determines it necessary to change the pay date or draw date it is understood said change shall remain in full force and effect until such change has been modified through collective bargaining.

8.12 CALLBACK - Employees who are called back to work shall receive not less than two (2) 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.

8.13 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 30years' service	6% of base monthly rate of pay
Upon completion of 35 years' service	7% of base monthly rate of pay

8.14 OUT OF CLASSIFICATION - Any employee assigned by the Employer to work out of classification shall receive out of classification pay at the rate of pay for the position being filled for all hours assigned and worked out of the classification (no less than eight hours). An employee must be assigned and accept the assignment to work out of classification. Employer retains the right to determine



when out of classification is necessary but shall ensure that in the absence of the Public Facilities Manager for a period of one week (five continuous days), the Director of Public Works will be acting foreman, or at his/her discretion a crew member will be assigned based on order of seniority (seniority is based on job classification and years of service).

8.15 DEFERRED COMPENSATION – The City will match deferred compensation allocation for each employee up to one (1%) of their annual salary as of January 1 each year.

ARTICLE 9 HEALTH AND WELFARE

9.1 Medical –Effective January 1, 2021 through December 31 2024 unless prohibited by state or federal law, 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 and Vision – effective January 1, 2021 and through December 31, 2024, the Employer shall pay one hundred (100%) of the family premium

9.3 The Medical, Dental, Vision and Life Insurance shall be:

Medical - AWC Health First 250 Plan
Dental - Teamsters Dental Plan A
Life - AWC States West Life, Group #05455
Teamsters Vision Plan

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

9.5 Washington Teamster Vision and Dental trust coverage shall be available for each eligible employee based upon (80) eighty compensable hours earned in the previous month. Employer shall make the full monthly premium contributions on Employee and dependent Dental and Vision coverage for the life of this Agreement. Effective January 1, 2021 on December 2020 hours the employer shall convert to Teamsters Dental Plan A.

ARTICLE 10 SICK LEAVE

10.1 SICK LEAVE - An employee shall be entitled to accrue sick leave at the rate of eight (8) hours per month. An employee hired on or before December 31, 2020 shall be entitled to accrue sick leave to a maximum of seven hundred and twenty (720) hours Employees hired on or after January 1,2021 shall accrue to a maximum of four hundred eighty hours. Sick leave shall be utilized according to the terms and conditions listed below:

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



10.3 Employees may use sick leave to care for the illness of family members described in section 10.7

10.4 The Employer reserves the right to require an employee to submit a doctor's slip explaining the necessity of the absence. Abuse of sick leave shall be considered a basis for disciplinary action up to and including termination.

10.5 Sick Leave Cash out - An employee who retires from the City of McCleary in compliance with the rules of the PERS retirement system may cash out one third (1/3) of up to four hundred eighty (480) hours of accrued sick leave. All employees Hired after January 1, 2015 may cash out one quarter (1/4) of up to four hundred eighty hours of accrued sick leave.

10.6 BEREAVEMENT LEAVE - After successful completion of his or her probationary period, an employee shall be eligible for bereavement leave up to twenty-four (24) hours a year with pay for a death in the family. Should an employee require in excess of twenty-four (24) hours' leave, such excess shall be drawn from sick leave, vacation leave, or compensatory time.

10.6.1 Relatives, for the purposes of this section, shall be defined as a parent, brother, sister, spouse, son, daughter, step-child, grandparent, brother-in law, sister-in-law, son-in-law or daughter in law.

10.7 USE OF LEAVE - The use of any type of employee leave, including sick leave, vacation, compensatory time and bereavement leave, shall be in increments of no less than one half (1/2) hour 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 credited on a monthly basis, and be entitled to vacations in accordance with the following schedule:

1 through 5 year	96 hours
6 through 10 years	120 hours
11 through 15 years	144 hours
16 + years of service	168 hours

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

11.3 VACATION USE - Vacation leave shall be requested in written form by the employee to the Employer 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. Employees shall bid on vacation not later than February 1 of each contract year. Bidding shall be based on seniority with the Employer and the first bid shall not exceed 10 working days.

11.4 Employees may not accrue more than three hundred twenty (320) hours, unless said accrual is not the fault of the employee.



11.5 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.

11.6 Vacation/Separation Pay - Upon separation from employment with the City, accrued vacation hours shall be paid at the employee's current straight hourly rate of pay; provided the employee provides the Employer with two (2) weeks' notice and has returned all items issued which are the property of the Employer.

11.7 HOLIDAYS - The Employer recognizes eleven (11) paid holidays per year as set forth below.

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

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

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

11.10 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.

11.12 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.

11.13 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.

11.14 Any hours worked on any of the above statutory holidays shall be paid in compensatory time at two (2) times the employee's straight time rate of pay in addition to the holiday time off.

11.15 As a condition to receiving holiday pay for the above mentioned holidays, an employee must work the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday, unless on excused absence by the Employer.

11.16 When one of the above holidays falls on Saturday the preceding Friday shall be observed as



the holiday. When one of the above holidays falls on Sunday, the following Monday shall be observed as the holiday, for those employees who work Monday through Friday. For those employees who work shift work, the traditional holiday shall be observed.

11.17 Should an employee's accrued holiday time, vacation leave, and compensatory time or leave other than sick leave create a retirement liability to the Employer, said employee shall reduce said leave time to less than two hundred forty (240) hours prior to retirement.

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). Ref: Employer disciplinary action policy. Discipline may only be imposed for just cause

ARTICLE 13 PROMOTIONS, LAYOFFS, AND SENIORITY

13.1 PROMOTION - Notice of any job openings within the City shall be posted within seven (7) calendar days prior to a hiring decision, in the administrative office and the public works shop. Current employees are encouraged to seek opportunities for advancement or promotion. Current employees may apply for any job openings, if they meet the minimum requirements established by the Mayor; and will be given hiring preference over other applicants only if their qualifications, as determined by the Mayor, are equal to or greater than those of other applicants.

13.2 LAYOFFS - The Employer retains the right to reduce the work force, provided not less than thirty (30) calendar days' notice shall be provided to the affected full time employees

13.3 Employees laid off by the Employer shall be returned to work in reverse order of their layoff for up to eighteen (18) months from the date of layoff. It shall be the responsibility of the employee to provide the Employer with a current address and telephone number.

13.4 Layoff within classification shall be by seniority, provided, however, that the employer may elect to lay off a more senior employee when the employer determines that the senior employee lacks a required certification or skillset required to maintain the employer's operations. A laid off employee may bump into a lower classification (1) which he has formerly held or (2) for which he is qualified and possesses all required certifications.

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, but in no event more than thirty (30) calendar days, the grievant shall meet with the Employer's designee department supervisor to discuss the

PAGE 11

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 signed grievance to the grievant.

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

14.5 APPEAL OF DESIGNATED SUPERVISORS DECISION - If a grievant is not satisfied as a result of the designated 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 designated department supervisor's decision, said appeal to be signed and dated by the grievant. The Mayor or his/her 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 designated 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.

14.6 Arbitration - The Union may appeal an adverse decision 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 decision. The Union shall, within ten (10) calendar days of the Union's request to arbitrate, request a Public Employment Relations Commission staff arbitrator.

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

14.8 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.

ARTICLE 15 PERSONNEL FILES

15.1 PERSONNEL FILES - A current personnel file shall be maintained at all times within the files of the Office of the Clerk-Treasurer. It shall be the responsibility of all department directors to ensure that original copies of all relevant materials be provided to the Clerk-Treasurer for inclusion in the personnel files.

15.2 Any employee of the City shall have the right, during normal business hours of the Clerk Treasurer, to review the contents of their personnel file. Access to an individual's file shall be obtained as follows:

15.3 A request to set a time and date convenient to the City to review the file shall be directed to the Clerk-Treasurer or designee.

15.4 The Clerk-Treasurer or designee shall obtain the file from its place of storage and provide it to the employee for review.

15.5 The employee shall not remove any item from the file, nor shall the employee remove the file from the Office of the Clerk-Treasurer.

15.6 In the event that the employee desires copies of any item within the file, the copy shall be provided at a cost of \$0.15 per copy.

15.7 Upon completion of review the file shall be returned to the Clerk-Treasurer or designee for return to storage place.

15.8 Any employee who fails to comply with the provisions of this Section in obtaining access to and reviewing his or her personnel file shall be subject to disciplinary action of a nature and type determined appropriate by the Mayor. Any employee of the City who obtains access to a personnel file of another employee of the City, whether present or former, when not legally entitled to do so, shall also be subject to disciplinary action.

15.9 Access to personnel files shall be available only in the manner allowed by law and only under procedures established to ensure the maximum amount of file integrity, that is, making certain that its contents are only known to those who are entitled to know and the contents are only such items as are placed in the file by the City as the employer or by the employee in response to the employer.

ARTICLE 16 SCOPE AND FINALITY OF AGREEMENT

16.1 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.

16.2 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.

16.3 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 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 (1/2) of a Labor-Management Committee, the other half being no more than two (2) certain 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 COMPENSATION FOR VOLUNTEER SERVICES

18.1 An employee who is an active volunteer with the McCleary fire department, ambulance/aid crew, and/or Grays Harbor County search and rescue organization may, subject to the approval of the Employer, be released from work, without loss of pay or debit from accrued leaves, by the Employer when called to service; provided, that such release does not jeopardize the health and safety of the citizens of McCleary. If an employee is called from work during work hours the employee shall be provided paid leave until the end of the shift, no more than five (5) occurrences per year. Any additional time away from work is subject to the approval of the Employer and either debited from accrued leaves or taken as leave without pay.

ARTICLE 19 CLOTHING ALLOWANCE

19.1 The Employer shall pay each employee for clothing or equipment in the amount of four hundred dollars (\$400.00) that is payable via separate check on the first payroll cycle in January of each year of the Agreement. Individuals hired after June 30th in a year will receive a two hundred (\$200.00) Clothing Allowance for that year with their first paycheck.

ARTICLE 20 DURATION OF AGREEMENT

20.1 This Agreement shall become effective January 1, 2021 and remain in effect through December 31, 2024. Negotiations for a successor Agreement shall begin at least one hundred and twenty (120) calendar days prior to December 31, 2024


ARTICLE 21 RATIFICATION

21.1 Approved and ratified by the Mayor and City Council of Mc Cleary as recorded in the minutes of the City Council's meeting date of 10/28, 2020

Dated this 30th day of October, 2020

FOR THE CITY OF McCLEARY

FOR TEAMSTERS UNION LOCAL 252



Brenda Orffer, Mayor



Russ Walpole, Secretary Treasurer



Rob DeRosa, Business Agent

APPENDIX A
BY AND BETWEEN
CITY OF WASHINGTON
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 252

THIS APPENDIX is supplemental to the Agreement by and between the City of McCleary hereinafter referred to as the "Employer" and the employees of the City, hereinafter referred to as the "Employees"

2021 Wage Scale

The following wage scale represents a 3.25% wage increase over the 2020 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4624.65	\$4913.81	\$5202.86	\$5491.91	\$5780.96
Water/ Wastewater Manager	\$4624.65	\$4913.81	\$5202.86	\$5491.91	\$5780.96
Public Works Crew Field Foreman	\$4019.88	\$4271.13	\$4522.37	\$4773.63	\$5024.86
Water/Waste Water Treatment Plant Operator I	\$3463.00	\$3636.15	\$3817.96	\$4008.86	\$4328.75
Water/Waste Water Treatment Plant Operator II	\$4019.88	\$4271.13	\$4522.37	\$4773.63	\$5024.86
Water/Waste Treatment Plant Operator In Training (OIT)	\$3407.53	\$3607.97	\$3808.41		
I Utility Maintenance III	\$3893.35	\$4088.02	\$4292.42	\$4507.04	\$4866.69
Utility Maintenance II	\$3625.36	\$3851.95	\$4078.85	\$4338.47	\$4531.70
Utility Maintenance	\$3213.39	\$3414.24	\$3615.07	\$3815.89	\$4016.76
Ground Maintenance	\$3213.39	\$3414.24	\$3615.07	\$3815.89	\$4016.76

2022 Wage Scale

The following wage scale represents a 2% wage increase over the 2021 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4717.14	\$5012.09	\$5306.92	\$5601.74	\$5896.58
Water/ Wastewater Manager	\$4714.14	\$5012.09	\$5306.92	\$5601.74	\$5896.58
Public Works Crew Field Foreman	\$4100.28	\$4356.66	\$4612.82	\$4869.10	\$5125.35
Water/Waste Water Treatment Plant Operator I	\$3532.26	\$3708.87	\$3894.32	\$4089.04	\$4415.33
Water/Waste Water Treatment Plant Operator II	\$4100.28	\$4356.56	\$4612.82	\$4869.10	\$5125.35
Water/Waste Treatment Plant Operator In Training (OIT)	\$3475.68	\$3680.13	\$3884.58		
I Utility Maintenance III	\$3971.22	\$4169.78	\$4378.27	\$4597.18	\$4964.02
Utility Maintenance II	\$3697.86	\$3928.99	\$4160.09	\$4425.24	\$4622.34
Utility Maintenance	\$3277.66	\$3482.52	\$3687.37	\$3892.21	\$4097.09
Ground Maintenance	\$3277.66	\$3482.52	\$3687.37	\$3892.21	\$4097.09

2023 Wage Scale

The following wage scale represents a 2% wage increase over the 2022 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4811.49	\$5112.33	\$5413.06	\$5713.78	\$6014.51
Water/ Wastewater Manager	\$4811.49	\$5112.33	\$5413.06	\$5713.78	\$6014.51
Public Works Crew Field Foreman	\$4182.29	\$4443.69	\$4705.07	\$4966.48	\$5227.86
Water/Waste Water Treatment Plant Operator I	\$3602.91	\$3783.05	\$3972.20	\$4170.81	\$4503639
Water/Waste Water Treatment Plant Operator II	\$4182.29	\$4443.69	\$4705.07	\$4966.48	\$5227.86
Water/Waste Treatment Plant Operator In Training (OIT)	\$3545.19	\$3753.73	\$3962.27		
I Utility Maintenance III	\$4050.64	\$4253.17	\$4465.83	\$4689.12	\$5063.30
Utility Maintenance II	\$3771.82	\$4007.57	\$4243.29	\$4513.75	\$4714.79
Utility Maintenance	\$3343.21	\$3552.18	\$3761.12	\$3970.05	\$4179.03
Ground Maintenance	\$3343.21	\$3552.18	\$3761.12	\$3970.05	\$4179.03

2024 Wage Scale

The following wage scale represents a 3% wage increase over the 2023 wage scale:

	0 12 mo.	13-24 mo.	25 36 mo.	37 48 mo.	49 mo.
Public Facilities Manager	\$4955.83	\$5265.70	\$5575.45	\$5885.20	\$6194.94
Water/ Wastewater Manager	\$4955.83	\$5265.70	\$5575.45	\$5885.20	\$6194.94
Public Works Crew Field Foreman	\$4307.76	\$4577.00	\$4846.23	\$5115.48	\$5384.70
Water/Waste Water Treatment Plant Operator I	\$3711.00	\$3896.54	\$4091.38	\$4295.94	\$4650.34
Water/Waste Water Treatment Plant Operator II	\$4307.76	\$4577.00	\$4846.23	\$5115.48	\$5384.70
Water/Waste Treatment Plant Operator In Training (OIT)	\$3651.55	\$3866.34	\$4081.14		
I Utility Maintenance III	\$4172.16	\$4380.77	\$4599.81	\$4829.80	\$5215.20
Utility Maintenance II	\$3884.97	\$4127.79	\$4370.59	\$4649.16	\$4856.23
Utility Maintenance	\$3443.50	\$3658.74	\$3873.95	\$4089.16	\$4304.40
Ground Maintenance	\$3443.50	\$3658.74	\$3873.95	\$4089.16	\$4304.40