



McCleary Regular City Council Meeting

Wednesday, November 09, 2022 – 6:30 PM

McCleary City Hall Council Chambers

Agenda

Join Zoom Meeting

<https://zoom.us/j/98861529830?pwd=Y25ZeEhDa3VOTk1wWHpodjhQdCtVdz09>

Meeting ID: **988 6152 9830**

Passcode: **276660**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

- [1.](#) Energy Conservation Presentation - Apollo

Public Comment - Agenda Items Only

Consent Agenda

- [2.](#) Staff Reports - Director of Public Works, Light & Power, Public Works, Police, Water and Wastewater, Finance
- [3.](#) Accounts Payable Oct 15-31 Check Numbers 51242-51282 including EFT's totaling \$57,951.15

Updates

New Business

- [4.](#) Interlocal Agreement with Department of Enterprise - Energy Program Services
- [5.](#) MOU between the City and Olympic Mountain Fraternal Order of Police Lodge 23
- [6.](#) November & December Meeting Cancellation Discussion
- [7.](#) Collective Bargaining Agreement with IBEW

Old Business

Ordinances and Resolutions

Updates

Public Comment - City Business Only

Executive Session

Adjourn

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.



— MECHANICAL CONTRACTORS —
Solutions Group

Elevating Building Performance

Facility Improvements for:
City of McCleary

Agenda

Item 1.

- Introductions
 - Scott Lewis – Business Development Manager
 - Tori Benson – Account Manager
- Who is Apollo Solutions Group
- How do we Operate
- Advantages of ESPC
- 5-Step Process
- Procurement of Services
- Questions & Discussion



Apollo

— MECHANICAL CONTRACTORS
Solutions Group

3

Who is Apollo Solutions?

Item 1.

- Founded in 1981
- **ASG is a Division of Apollo Mechanical – Privately Owned out of Kennewick WA**
- 5th Largest Mechanical Contractor in the US (ENR Magazine).
- 2,000+ employees.
- Certified as Native American Owned.
- **Safest Contractor** in the State of Washington for eleven consecutive years.
- Highly experienced group with an unmatched focus on our customers.
- **Apollo Solutions Group has procured for our clients over \$40 million in grant funding in the past two grant rounds.**



Apollo

— MECHANICAL CONTRACTOR
Solutions Group

Energy Savings Performance Contracting (ESPC) Item 1.

Licensed Energy Services Performance Contractor Certified to perform ESCO work in Washington through the Department of Enterprise Services.

We Can: Self perform work, but we ALWAYS bid out work to multiple contractors per trade to get the best possible solution at the best possible price.

Services Provided:

- Energy Services Performance Contracting (ESPC)
- Energy Retrofit Design/Build

ESPC Benefits:

- Manage risk
- Create efficiencies
- Improve facilities
- Leverage capital funding

Typical Projects Include:

- Energy efficient lighting retrofits
- High efficiency HVAC systems
- Boiler and chiller systems
- Motor and pumping systems
- Solar, wind and co-generation
- Wastewater treatment plants
- Water efficiency projects
- Other infrastructure improvements (mechanical, vacuum systems, etc.)

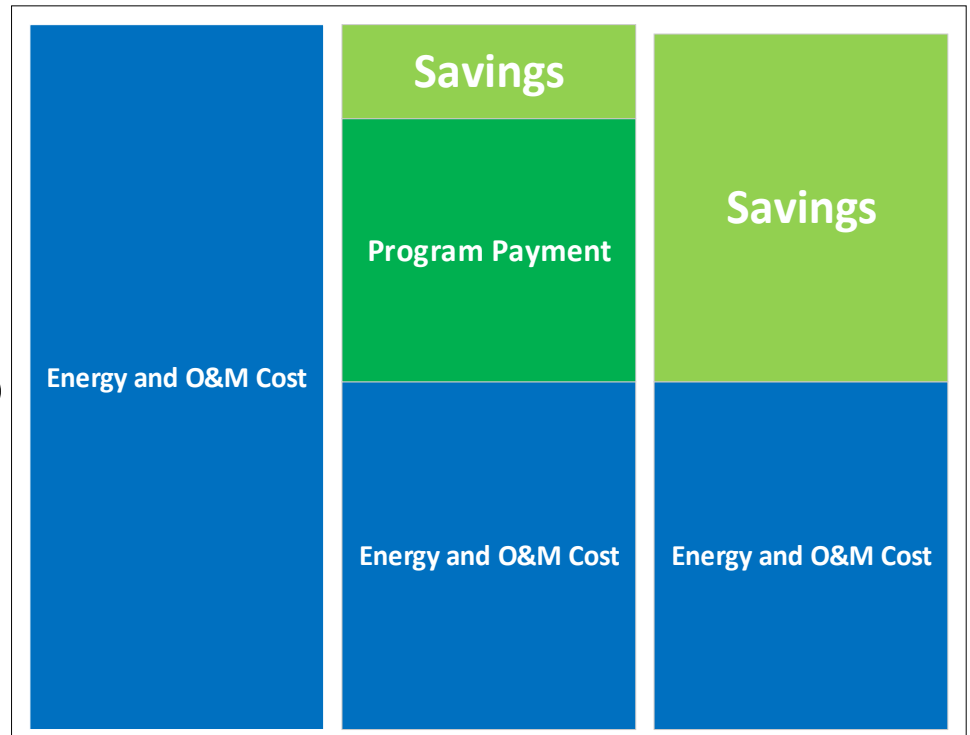


How Do We Operate?

Energy Savings Performance Contracts (ESPCs) are guaranteed and can be self-funded!

- Energy and operational cost savings derived from implementing proposed Facility Improvement Measures (FIMs), and utility incentives.
- Identify goals
- Develop roadmap for favorable outcomes
- Help develop and finance solutions
- Alignment with your objectives
- Implement the solutions
- Financially guarantee the results

\$



Pre Energy Savings Project

During Energy Savings Project

Post Energy Savings Project

TIME

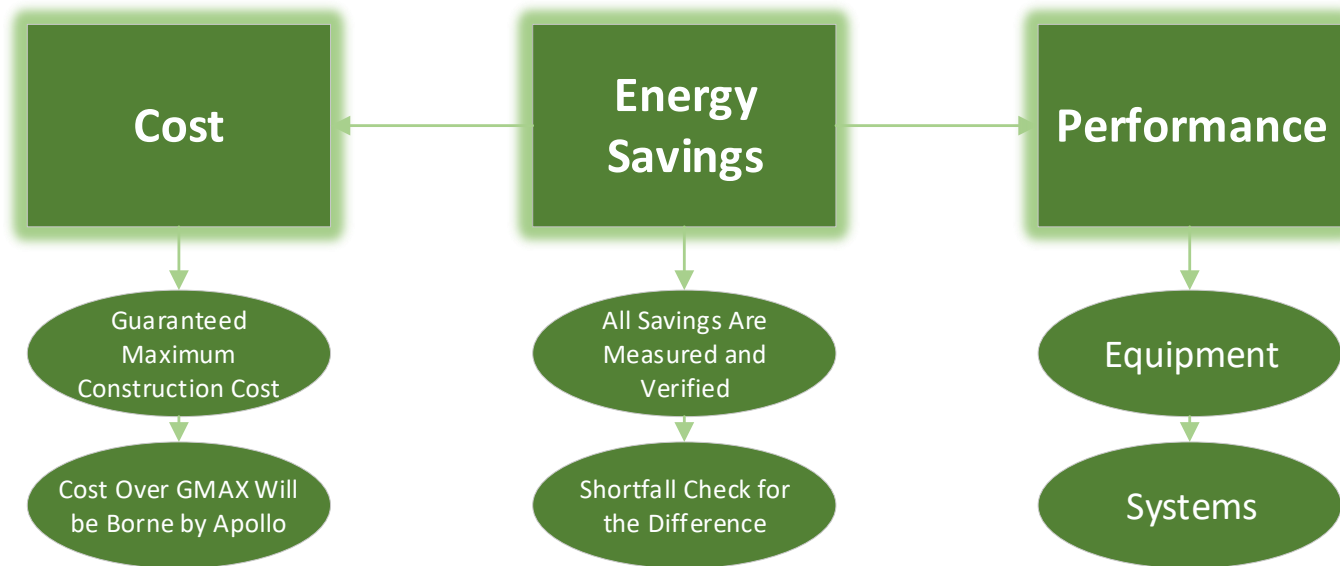
Apollo

MECHANICAL CONTRACTORS
Solutions Group

Advantages of ESPC

- Streamlined Service (one voice to the client)
- Reliable Customer Communication
- Dedicated Apollo Site Superintendent on site while work is taking place.
- All Disciplines Working Toward Common Goal

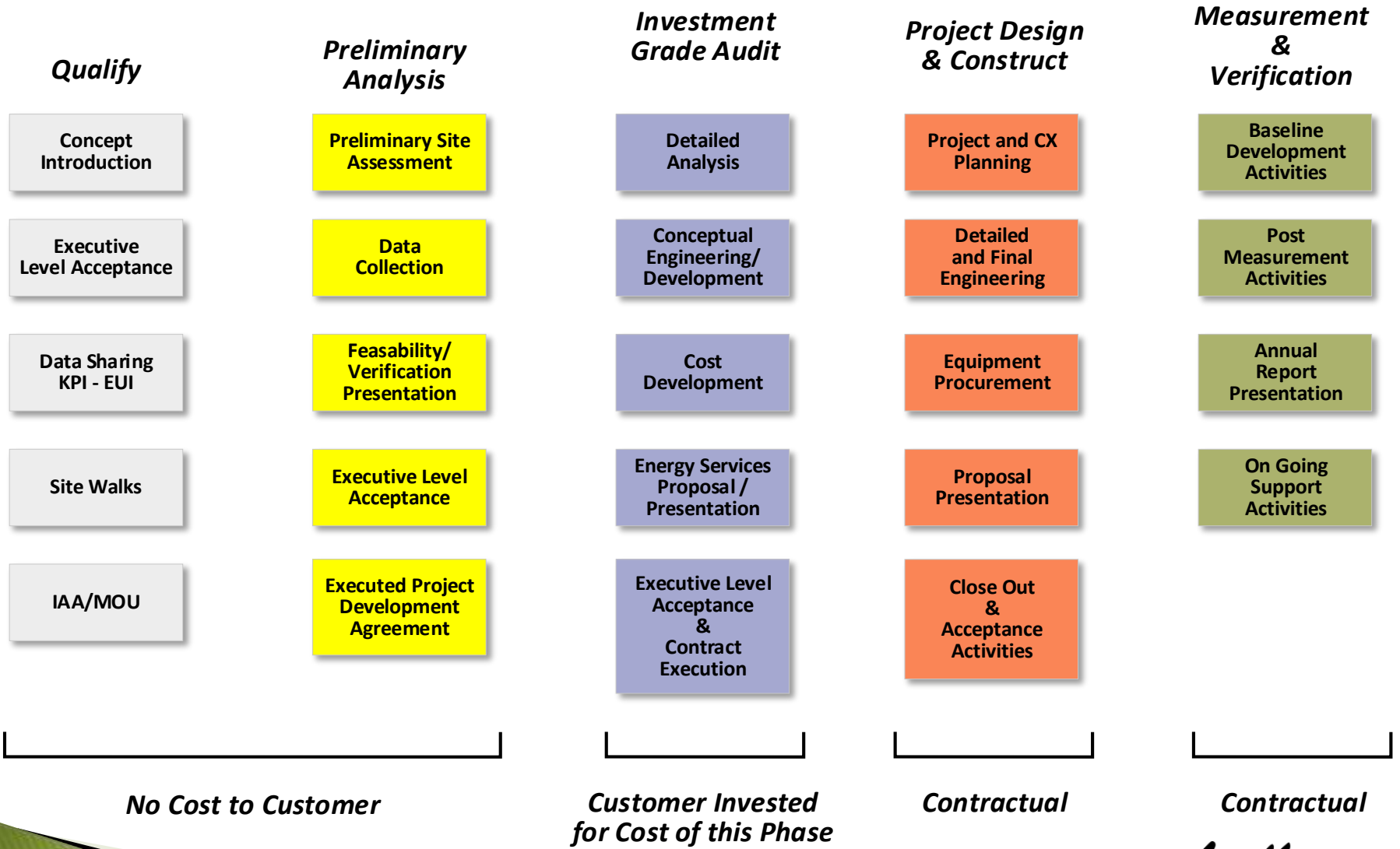
Apollo Has 3 Guarantees



Apollo Assumes the **Risk**

ASG 5 Step Process

Item 1.



Department of Enterprise Services (DES)

Item 1.

- **Inter-Agency Agreement** (39.35 A to 39.35 C.),
- **There is NO financial obligation at this step** for using DES.

Minimize Risk

Unburdens your staff

Contract is between the District and DES

Eliminates the requirement of an RFP/RFQ.

Select approved ESCO who DES qualifies every two years.

DES serves as the third-party Project Manager for the Client.

DES fees apply only if there is a project and /or the financial criteria are met.

Fees are rolled into the total cost of any project.



How Can We Help?

Item 1.

- ***Apollo would love the opportunity to provide the best possible service and outcomes.***
 - Select ASG as your ESCO
 - Review last 3 years' worth of Energy Usage
 - Site Walkthrough
 - Rough Order Magnitude Costs
 - Investment Grade Audit Proposal
 - GMAX Pricing
 - Executive Level Acceptance
 - Construction



Apollo

— MECHANICAL CONTRACTORS
Solutions Group



City of McCleary STAFF REPORT

To:	City Council
From:	Chief Sam Patrick
Date:	11/1/22
Department:	Police Department

Greetings Council

Things are progressing within the department.

Officer Edward Bengé beginning November 1, 2022, will be covering shifts with some overlap.

Officer Campbell will be starting mid-November, looking forward to having him on staff.

Trunk or Treat / Fill the Cruiser's was very successful thanks to Councilor Huff's hard work and our very own Great Pumpkin (Officer E. Bengé)

As mentioned in the last council meeting a police Durango can be ordered now getting ahead of things before, they close the order process. As of my last conversation with the dealership police chargers can not be ordered yet.

Getting ready for the rest of the holidays coming up

Chief Sam Patrick

McCleary Police Department
 Monthly Call Activity Report



Oct-22

#	Calls		
			Kidnapping/ Abduction
			Littering
			Lost/Missing/Found Person
		3	Malicious Mischief
			Medical/ Fire- Assist ACP
			MIP/ Furn Minor
1	911 Hangup		
4	911 Open line	2	Non Blocking Accident
2	Abandoned/Disabled Vehicles	1	Non Blocking Vehicle
2	Accident with Injury		Nuisance/ Noise
	Accidents	2	Open Door
11	Agency Assist		Overdose
1	Agency Assist Traffic	2	Parking Problem
	Agency/Public/ Motorist Assists		Police Assist
	Alams	8	Police Information
2	Alarm		Property/Lost/Found/Recovered
5	Animals	1	Prowler
	Arson	3	Reckless
1	Assault		Rescue- Minor/ Major
	ATC (Attemp to Contact)		Robbery
1	ATL (Attempt to Locate)		Runaway
	Bad Checks		Sex Offense
1	Blocking Accident		Shooting/Weapons/Explosives/ Hazards
1	Burglary	1	Shoplifting
	Child Abuse/ Neglect	1	Subject Stop
	Child Molestation/Rape/Comm	1	Sucide
2	Civil/Public		Suicide/Threats/ Attempts
1	Custody Dispute	3	Suspicious Person
	Death Investigation	2	Suspicious Vehicle
3	Disorderly conduct	2	Suspicious/Unkn Circumstances
	Disputes/ Verbal		Thefts (MV)/tmvwp/recstveh
	Druges/Equipment Violation	1	Thefts/ Larceny
1	DUI	1	Traffic / Reckless-Crimal
5	DVA in Progress	1	Traffic CCA
	Eluding	1	Traffic Offense
1	Extra Patrols	2	Traffic- Other/Hazzard/Patrol
	Fire	11	Traffic SBC
	Firearms	91	Traffic Stop
	Fireworks	9	Traffic/ Infractions
	Forgery		Tresspassing
1	Found Child		Vandalism
1	Found Property		Vehicle Prowl
	Frad/ Scam Offences		Violation of City Ordinance
1	Harrassment		Violation of PO/RO
	Homicide Offenses		Warrants/Wanted Person
	Illegal Burn	5	Welfare check
	Juvenile	154	
48			

October Total : 202

Year To Date 2,070



City of McCleary STAFF REPORT

To:	Mayor Orffer and City Council
From:	Kevin Trehella
Date:	November 2, 2022
Department:	Water and Wastewater

Water and Wastewater treatment Plants are Part of the city's infrastructure that needs to be maintained. The WWTP is now coming up on 17 years of operation. Wear and tear have caused some of our underground piping to come apart. Fortunately, we have been able to repair these problems. Our most recent problems came within 2 weeks of each other, both being underneath buildings.

If you think about SEWERS and associated infrastructure which likely older than the treatment plant, what kinds of problems do we have underneath our streets? This infrastructure, that we all need, is very important and needs to be maintained.

Have a great week!

Kevin Trehella



City of McCleary

STAFF REPORT

To:	Mayor Miller and Council
From:	Paul Nott
Date:	11/1/2022
Department:	Light and Power

Hello All,

This past month the crew has been keeping busy with general maintenance of our electrical system and fielding customer requests.

We're still up on 6th street when time allows. We had a couple outages last month, one was a rotten tree on County Line Road and the other was a jumper that was burning up on Summit Road at Larson Road.

If anyone has any questions or concerns, feel free to contact us...

Paul



City of McCleary

STAFF REPORT

To:	Mayor Miller and City Councilmembers
From:	Chad Bedlington, Director of Public Works
Date:	November 9, 2022
Department:	Public Works Administration

Energy Audit

In the Council packet is a presentation that will be done by Apollo, an Energy Service Company (ESCO). The City would like to engage the services of Apollo to complete a preliminary analysis of our facilities to determine if there are potential cost savings through energy conservation improvements. This initial service is completed at no cost to the City.

If savings can be realized, an Investment Grade Audit (IGA) will be completed to develop capital costs, and expected energy savings. This would then be brought back to City Council for discussion and guidance. There is a cost investment to the City associated with the IGA effort, but should be anticipated to be recouped with energy cost savings in the future.

The services of Apollo are administered through a State ESCO contract, so an Interlocal Agreement with the State of Washington, Department of Enterprise Services is required (included in the 11/9/22 packet for Council Approval). Their services include project management and oversight for the duration of the project and their nominal fee for services is based on anticipated capital investment once the IGA is completed.

Website

The city's new website went live on October 31, 2022. We have some ongoing updates to make with the data transition from the old website, but overall, you should see a much-needed improvement. We welcome any feedback as we work to enhance the user experience, or if you see any errors that need to be addressed.

Aquifer Study

Consultants and City Staff met with the Aquifer Study Panel Board on October 25th, 2022. Had a very good discussion regarding the methodologies that will be utilized during the study, provided an updated on upcoming schedule, and discussed the field work means and methods being used to collect additional data. We are also still soliciting support for folks willing to complete the citizen survey. The information collected is anonymous and will

help further development of projects coming out of the study. The survey can be completed at <https://city-of-mccleary-aquifer-sustainability-plan-usaquifers.hub.arcgis.com>.

Comprehensive Plan Update

We have successfully formed a diverse stakeholder group made up of several community members and interested parties. Next steps are to develop a public participation plan and start scheduling in-person and virtual meetings with the stakeholder group, community members, and begin the planning effort. Regular progress updates will be provided to City Council throughout the planning period.

IBEW Collective Bargaining

Negotiations are concluded with the International Brotherhood of Electrical Works, Local No. 77. In tonight's packet is a copy of the negotiated Collective Bargaining Agreement (CBA) for your consideration and potential approval. I look forward to discussing any questions you may have.



City of McCleary

STAFF REPORT

To:	Mayor Miller and Council Members
From:	Steve Randich
Date:	Nov. 2, 2022
Department:	Public Works

Mayor and Council,

Currently we are installing new catch basins and storm lines around town. We also have a new water line we are doing on the 500 block of Simpson. Hope to have that done in the next week or two.

Thank you,
Steve

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K7925
CITY OF McCLEARY 100 South 3 rd St. McCleary, WA 98557	Date:	October 26, 2022

INTERAGENCY AGREEMENT
BETWEEN
CITY OF McCLEARY
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW chapter 39.34 and RCW chapter 39.35C, this *Interagency Agreement (Agreement)* is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of McCleary, a Washington State governmental agency (“Client Agency”) and is dated and effective as of the date of the last signature.

RECITALS

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs in publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and reduce carbon emissions in their publicly-owned facilities. Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this *Agreement* commences on the date of the last signature and ends **December 31, 2026**.
2. **STATEMENT OF WORK.**
 - A. **ENERGY PROGRAM.** Energy Program agrees to provide the following Services:
 - i. Upon request by Client Agency for energy services for a specific Energy/Utility Conservation Project(s), the Parties shall execute an amendment to this *Agreement* to specify the project and associated project management fees as set forth by Attachment B. Enterprise Services shall furnish necessary personnel and services as specified and set forth in Attachment A, *Project Management Services Scope of Work*.
 - ii. Assist in Dispute Resolution. Dispute resolution is an ongoing process throughout the project. However, this assistance does not include formal dispute resolution, arbitration or legal advice or representation in any legal action, and does not include legal fees and costs related to any dispute. Formal dispute resolution begins when a written claim is received demanding arbitration or other legal process is received. All formal dispute fees and costs will be borne separately by Client Agency. The Attorney General cannot and will not represent or advise a non-state agency.
 - B. **CLIENT AGENCY.** Client Agency agrees to the following:
 - i. Will conform to the protocols of this *Agreement*, including Enterprise Services' *General Conditions for Washington State Energy Savings Performance Contracting ("General Conditions")*, and as supplemented.
 - ii. Will conform to the requirements of the *General Conditions* for timely processing and approval of agreed upon changes to construction contracts involving cost, and for payment.
 - iii. Will conform to the following guidelines for communications between Client Agency, Enterprise Services and ESCOs (Energy Services Company) through the design, construction and post-construction phases as outlined below:
 - a) Communications between Client Agency, Energy Program Project Manager ("PM") and ESCO shall go through the PM. The PM may authorize exceptions for specific projects or situations. The PM may authorize the ESCO to communicate directly with Client Agency personnel to expedite the design and to avoid communication delays. This action does not authorize additional work, change in scope, or exclude copying all communications between ESCO and Client Agency to the PM.
 - b) All drawings, specifications, reports, and project correspondence must contain the State Project Number and suffix.
 - The State Project Number consists of the fiscal year and a numerical sequence number, for example 2018-024, followed by an alphabetical suffix.

- Professional services agreements have suffixes A through F, for example 2018-024 A.
 - Construction contracts have suffixes G through Z, for example 2018-024 G.
- iv. All identification and monitoring of documentation required by the funding source shall remain the responsibility of Client Agency.

3. COMPENSATION AND REQUIREMENTS.

- A. **COMPENSATION.** Compensation under this *Agreement* shall be by amendment to this *Agreement* for each authorized project. Each amendment shall include a payment schedule for the specific project.
- i. **Project Management Services Scope of Work (Attachment A):** For project management services provided by Energy Program, Client Agency shall pay Enterprise Services a Project Management Fee for services based on the total project value (including Washington state sales tax) per the Project Management Fee Schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Project Management Fee Schedule. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO as set forth in Attachment B.
 - iii. **Measurement & Verification Services ("M&V") Scope of Work (Attachment C):** If M&V are requested by Client Agency beyond the first three years following the notice of commencement of energy cost savings, Client Agency shall pay Enterprise Services \$2,000.00 annually for each year that such M&V are provided.
- B. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency enters into a contract with an Energy Program pre-qualified ESCO, pursuant to an *Enterprise Services Main Energy Services Agreement for ESCO Services*, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed and sent such invoices to Client Agency for payment.
- C. **FURTHER ASSURANCES.** Client Agency shall provide the ESCO with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- D. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements and contracts pertaining to this *Agreement*, Energy Program will require ESCO's compliance with applicable federal and state laws and state policies including, but not limited to, the following:
- 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon
 - 5. Prevailing Wage
 - 6. DBE Participation
 - 7. Apprentice Participation

Upon request by Client Agency, Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by Energy Program and added by amendment to this *Agreement*. In the event that Energy Program becomes aware of a possible violation, it will notify Client Agency.

4. INVOICES AND BILLING.

- A. **BILLING PROCEDURE.** Enterprise Services shall submit invoices to Client Agency upon substantial completion and notice of commencement of energy cost savings of each authorized project, unless an amendment specifies special billing conditions and timeline. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the energy services company. Each invoice will clearly indicate that it is for the services rendered in performance under this *Agreement* and shall reflect this *Agreement* and Amendment number. Energy Program will invoice for any provided services within sixty (60) days of the expiration or termination of this *Agreement*.
- B. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Enterprise Services within thirty (30) days of receipt of properly executed invoice vouchers.
- C. **BILLING DETAIL.** Each invoice submitted to Client Agency by Enterprise Services shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this *Agreement* and include the following:
- The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount
- D. **BILLING ADDRESS.** Invoices shall be delivered to Client Agency electronically to:
Email: chadb@cityofmccleary.com

5. **AGREEMENT MANAGEMENT.** The parties hereby designate the following *Agreement* administrators as the respective single points of contact for purposes of this *Agreement*, each of whom shall be the principal contact for business activities under this *Agreement*. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Sarah Thomasson
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (360) 480-3419
Email: sarah.thomasson@des.wa.gov

Client Agency

Attn: Chad Bedlington
Director of Public Works
City of McCleary
100 S. 3rd St.
McCleary, WA 98557
Tel: (360) 495-3667
Email: chadb@cityofmccleary.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program or ESCO.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this *Agreement*.

6. RECORDS.

- A. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this *Agreement* shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- B. **RECORDS RETENTION.** Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this *Agreement* or final payment for any service placed against this *Agreement*, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- C. **OWNERSHIP.** Records and other information, in any medium, furnished by one party to this *Agreement* to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third party without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action. Each party will utilize reasonable security procedures and protections to assure that records and information provided by the other party are not erroneously disclosed to third parties.
- D. **PUBLIC RECORDS.** This *Agreement* and all related records are subject to public disclosure as required by RCW 42.56, the Public Records Act (PRA). Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the PRA, without first providing notice to the other party and allowing ten (10) business days in which to file, at its sole expense, a motion seeking a protective order, or other legal action.

- 7. **RESPONSIBILITY OF THE PARTIES.** Each party to this *Agreement* assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

- 8. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this *Agreement* as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this *Agreement* while attempting to resolve any such dispute. If, however, a dispute persists regarding this *Agreement* and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall produce its description of the dispute in writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot

then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties.

9. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this *Agreement*, either party may terminate this *Agreement* upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this *Agreement* prior to the effective date of such termination.

10. **GENERAL PROVISIONS.**

- A. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- B. **INTEGRATED AGREEMENT.** This *Agreement* constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- C. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this *Agreement* may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- D. **AUTHORITY.** Each party to this *Agreement*, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this *Agreement* and that its execution, delivery, and performance of this *Agreement* has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- E. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this *Agreement*. Neither party is an agent of the other party nor authorized to obligate it.
- F. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this *Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- G. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this *Agreement*, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- H. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this *Agreement* in their entirety.
- I. **CAPTIONS & HEADINGS.** The captions and headings in this *Agreement* are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this *Agreement* nor the meaning of any provisions hereof.
- J. **ELECTRONIC SIGNATURES.** A signed copy of this *Agreement* or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this *Agreement* or such other ancillary agreement for all purposes.

K. COUNTERPARTS. This *Agreement* may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this *Agreement* at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this *Agreement*.

EXECUTED AND EFFECTIVE as of the date of the last signature.

CITY OF McCLEARY

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

By: _____

Name: _____

Name: Kirsten G. Wilson, PE

Title: _____

Title: Energy Program Manager

Date: _____

Date: _____

ATTACHMENT A**PROJECT MANAGEMENT SERVICES SCOPE OF WORK**

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this *Agreement*.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Assist in negotiating scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Assist in resolution of disputes with the ESCO that arise during this *Agreement*, not to include formal disputes.
11. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward ESCO invoice vouchers for payment by the Client Agency.

ATTACHMENT B

PROJECT MANAGEMENT FEE SCHEDULE

2021-23 Interagency Reimbursement Costs

for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION FEE</u>
5,000,001..... 6,000,000.....	\$68,800.....	25,700
4,000,001... .. 5,000,000.....	67,700.....	25,400
3,000,001..... 4,000,000.....	66,700.....	25,000
2,000,001..... 3,000,000.....	62,500.....	23,400
1,500,001..... 2,000,000.....	58,300.....	21,800
1,000,001..... 1,500,000.....	51,600.....	19,300
900,001. 1,000,000.....	43,800.....	16,400
800,001..... .. 900,000.....	41,300.....	15,400
700,001..... .. 800,000.....	38,300.....	14,400
600,001..... .. 700,000.....	36,500.....	13,700
500,001..... .. 600,000.....	33,800.....	12,600
400,001..... .. 500,000.....	30,200.....	11,300
300,001..... .. 400,000.....	25,800.....	9,700
200,001..... .. 300,000.....	20,700.....	7,700
100,001..... .. 200,000.....	14,400.....	5,400
50,001..... .. 100,000.....	7,800.....	3,500
20,001..... .. 50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services’ Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless Client Agency decided not to proceed to construction based on an energy services proposal that identifies projects that met Client Agency’s cost effectiveness criteria.
3. If the project meets Client Agency’s cost effectiveness criteria and Client Agency decides not to move forward with a project, then Client Agency will be invoiced per the above listed Termination Fee or \$25,700 whichever is less. If Client Agency decides to proceed with the project then the *Agreement* will be amended to include the Project Management Fee listed above.
4. If the audit fails to produce a project that meets Client Agency’s established cost effectiveness criteria, then there is no cost to Client Agency and no further obligation by Client Agency.

ATTACHMENT C**MEASUREMENT & VERIFICATION SERVICES SCOPE OF WORK**

Energy/Utility Conservation Projects

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Cost Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and forward any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with Client Agency and ESCO to review and discuss the annual Measurement and Verification report.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF McCLEARY, WA
AND THE
OLYMPIC MOUNTAIN FRATERNAL ORDER OF POLICE LODGE 23 -
McCLEARY LABOR COMMITTEE**

This Memorandum of Understanding is entered into between the City of McCleary, WA and the Olympic Mountain Fraternal Order of Police Lodge 23, McCleary Labor Committee, with the intent to allow proper communication between the parties listed above and in accordance with Article 21/Officer Compensation within the Collective Bargaining Agreement.

In 2020 the parties bargained and signed a Collective Bargaining Agreement with a term of January 1, 2021 to December 31, 2023. Article 21.1 within this Agreement, called for a four percent (4%) wages increase effective January 1, 2023. Due to the current high increase in the Consumer Price Index, both parties agree to an additional three percent (3%) market wage adjustment on top of the four percent (4%) previously agreed to.

Therefore, it is mutually agreed by the parties, that Section 21.1 of the current Agreement, pertaining to the January 1, 2023 wages increase, is amended to the following language:

Effective January 1, 2023, the wage matrix for Sergeant and Police Officer shall adjust upwards by seven percent (7%).

Be it further agreed that the parties represent that any and all bargaining obligations concerning the matters expressed herein have been fulfilled. Additionally, that this Memorandum of Understanding shall be pursuant to the terms of Article 24/Grievance Procedure, should there be any dispute regarding the interpretation and/or application of this memorandum.

Agreed to on _____

Chris Miller, Mayor
City of McCleary, WA



Randy Bunch, Chief Steward
McCleary Labor Committee

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

COLLECTIVE BARGAINING AGREEMENT
CITY OF MCCLEARY & IBEW LOCAL 77

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