AM No. 11-040 (C4)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: February 15, 2011

SUBJECT: **Approve of the Memorandum of Understanding revising the dispatcher schedule and adjustments to vacation scheduling and holiday language to be consistent with the new dispatcher schedule and the adoption of ordinances amending the 2011 police support and police support supplemental pay plans capturing the increase to the Communications Dispatchers' (C13) rate of pay.**

I. RECOMMENDED ACTION:

(1) Approve the revised Dispatcher schedule including adjustments to the vacation language, holiday language, and new Dispatcher pay range, to be consistent with the new Dispatcher schedule, as represented by the negotiated Memorandum of Understanding (MOU) between the City of Redmond and the Redmond Police Association, representing Police Support Employees (Attachment A);

(2) Adopt the proposed salary ordinance amending the 2011 pay plan PS for employees covered by the Redmond Police Association, representing Police Support Employees, to increase the monthly pay for Communications Dispatchers (C13) by 5% and the corresponding pay range (Attachment B); and

(3) Adopt the proposed salary ordinance amending the 2011 Police Support Supplemental S-PS pay plan (Attachment C).

II. DEPARTMENT CONTACT PERSON:

Kerry Sievers, Human Resources Director	(425) 556-2122
Julie Howe, Senior Labor Analyst	(425) 556-2127

III. DESCRIPTION:

The City of Redmond and the Redmond Police Association jointly agreed to open Article 4 Section 4.1.2 of the collective bargaining agreement to negotiate the implementation of a new Dispatcher schedule. The parties reached an agreement as documented in the attached Memorandum of Understanding.

The City and the Union agreed to the following amendments to the collective bargaining agreement, effective March 1, 2011.

- Effective March 1, 2011, Communications Dispatchers (C13) shall have an increase in the monthly rate of pay of five percent (5%), and the pay range shall

be increased by the same amount. This adjustment to pay is not an increase to the negotiated rates, as reflected in the 2009-2011 collective bargaining agreement, but is an increase to offset the corresponding decrease as a result of the newly implemented Dispatcher schedule. The design of the former Dispatch schedule contained FLSA overtime. Because this overtime was built into the schedule, the City included the overtime when comparing pay rates to those of comparable market employers. The new Dispatch schedule does not contain built-in FLSA overtime. As a result, to ensure the Dispatchers retain the same relative market pay rate, a five percent (5%) base rate increase offset has been negotiated.

- New Dispatch Schedule: Section 4.1.2 Workday & Work Cycle – Dispatch as reflected in the attached MOU

- New vacation scheduling: Section 5.4 Vacation Scheduling to match the newly implemented Dispatch schedule as reflected in the attached MOU

- New holiday language: Section 7.1.2 Holidays to match the newly implemented Dispatch schedule as reflected in the attached MOU

IV. FISCAL IMPACT:

No fiscal impact

V. LIST OF ATTACHMENTS:

Attachment A: Memorandum of Understanding

Attachment B: Ordinance amending the 2011 Police Support Pay Plan PS to increase the monthly pay for Communications Dispatchers (C13) by 5%, and the corresponding pay range

Exhibit 1: 2011 Amended Police Support Pay Plan PS

Attachment C: Ordinance amending the 2011 Police Support Supplemental Pay Plan S-PS

Exhibit 1: 2011 Amended Police Support Supplemental Pay Plan S-PS

/s/ 02/04/2011
Kerry Sievers, Human Resources Director Date

Approved for Council Agenda /s/ 02/04/2011
John Marchione, Mayor Date

Attachment A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE CITY OF REDMOND

AND

THE REDMOND POLICE ASSOCIATION

(REPRESENTING THE POLICE SUPPORT BARGAINING UNIT)

RE: Revised Dispatcher Schedule and adjustments to vacation scheduling, holiday language to be consistent with new dispatcher schedule and Pay Range

1. The Redmond Police Association (the "Union") and the City of Redmond (the "City") are parties to a collective bargaining agreement covering police support employees that expires on December 31, 2011 (the "Agreement").

2. Article 4.1.2 of the Agreement contains a reopener for schedules in Dispatch.

3. Pursuant to Article 4.1.2, the City has requested to reopen the Agreement to bargain over the Dispatch schedules.

4. The City and the Union have completed bargaining and hereby agree to the following amendments to the Agreement effective March 1, 2011:

> **4.1.2 Workday & Work Cycle - Dispatch** - The workday for dispatch employees, including both Dispatchers and the Lead Dispatcher, shall consist of ten (10) consecutive hours. The start of the workday begins at the discretion of the City.
>
> The Lead Dispatcher may be assigned to work the schedule and work cycle contained herein or a different schedule and work cycle as determined by the Employer, provided such different schedule and cycle may not exceed forty (40) hours in a work week.

The work cycle for Dispatch employees shall be a cycle composed of a total of seven (7) periods as follows: (a) three (3) consecutive periods consisting of five (5) consecutive workdays followed by three (3) consecutive days off, (b) followed by one (1) period of five (5) consecutive workdays followed by four (4) consecutive days off, (c) followed by two (2) periods of four (4) consecutive workdays followed by four (4) consecutive days off, and then (d) one (1) period of four (4) consecutive workdays followed by three (3) consecutive days off, and then repeat the cycle. Dispatch employees may be assigned to begin this schedule at any point of the schedule cycle.

Upon mutual agreement of a Dispatcher and the City, a Dispatcher may work an alternate forty (40) hour work schedule, provided that the City's agreement shall be in its sole discretion, and the City may in its sole discretion at any time rescind its agreement to the alternate schedule.

A workday for Dispatch employees shall include at least a thirty (30) minute meal period and three (3) fifteen (15) minute rest periods. Employees assigned as Dispatchers shall be subject to immediate call during meal and rest periods. Subject to prior approval, and within the sole discretion of the supervisor, rest and meal periods may be combined.

The parties recognize that there may be issues related to the new schedule that one of the parties identifies after implementation. Starting six (6) months after the date of this agreement, and at any time thereafter, either party may request that this Section 4.1.2 be reopened for negotiations. The parties agree to meet, confer and to attempt to reach agreement on modifications on a timely basis.

5.4 **Vacation Scheduling** - Vacation scheduling for each year shall be administered for the period of March through February (the "Vacation Scheduling Year") in accordance with Bargaining Unit Seniority by Division during the January sign-up period. Thereafter vacations for that Vacation Scheduling Year shall be administered on a "first come, first served" basis.

7.1.2 **Employees**, other than Communication Dispatchers (C13) and Lead Communication Dispatchers (C15) working the ten (10) hour schedule as provided in Section 4.1.2, working a standard work week (40 hours per week) shall observe the holidays on the statutory date or, if the statutory date falls during an employee's regularly scheduled days off, the employee shall observe the holiday on a mutually agreeable day within five (5) working days of the holiday. For the purposes of this Agreement, shifts which extend over two (2) calendar days shall observe the holiday when the shift commences on the holiday. An employee shall not be entitled to premium pay for any regularly scheduled shift commencing the day prior to a holiday but extending into the holiday. This section shall

apply to Lead Communications Dispatchers if assigned by the Employer to a 5 on/2 off, eight (8) hour per day schedule.

Exhibit "A-1"

Effective March 1, 2011 the increase in the monthly pay for Communications Dispatchers (C13) shall be five percent (5%), , and the pay range shall be increased by the same amount, so that the 2011 pay plan shall be amended as follows:

CITY OF REDMOND

Redmond Police Association - Police Support Bargaining Unit

Effective: March 1, 2011

Grade		Minimum	Midpoint	Maximum
C113	Crime Analyst	$4,562	$5,179	$5,795
C116	Police Program Coordinator	$4,363	$4,951	$5,539
C13	Communications Dispatcher	$3782	$4293	$4804
C15	Lead Communications Dispatcher	$4273	$4850	$5427
C14	Lead Police Support Services Specialist	$3,749	$4,255	$4,761
C115	Legal Advocate	$4018	$4,561	$5,103
C18	Police Support Officer	$3,475	$3,944	$4,413
C19	Property Evidence Technician	$3,492	$3,963	$4,434
C11	Police Support Services Specialist	$3,333	$3,783	$4,233
C20	Police support Administrative Assistant	$2,917	$3,627	$4,337

*All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

5. Integration. This MOU, including the terms of the Agreement incorporated by reference, is an integrated document. Except for the MOU regarding the 2011 salary adjustment dated November 16, 2010, this document is the only agreement between the parties hereto regarding the subject matter of this MOU, and replaces and/or supersedes any and all prior agreements or understandings between the parties relative thereto. Except as provided herein, the parties hereto agree that all previous agreements and representations regarding the subject matter of this MOU,

whether oral or in writing, are hereby null and void and of no further force or effect. Any modifications to this MOU must be made in writing, signed by the parties hereto in order to be valid and binding.

6. Severability. If any term or condition of this MOU or any addendums thereto are held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remaining terms and conditions of this MOU and addendums thereto shall remain in full force and effect.

7. Interpretation. The validity and execution of this MOU are to be governed by the laws of the State of Washington. Any dispute or difference concerning the meaning or application or interpretation of this MOU shall be governed by the grievance-arbitration provisions of the collective bargaining agreement. This MOU is only binding on the parties hereto, cannot be relied upon by any person or entity who is not a party to this MOU, and this MOU has no precedential value.

Agreed to this _____day of _____, 2011.

FOR THE CITY:

_____
John Marchione
Mayor

FOR THE UNION:

_____
Joaquin Lipana
President

ATTEST:

_____
Michelle McGehee
City Clerk

Attachment B

CITY OF REDMOND
ORDINANCE NO: 2573

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE 2011 PAY PLAN FOR EMPLOYEES COVERED BY THE REDMOND POLICE ASSOCIATION REPRESENTING POLICE SUPPORT EMPLOYEES

WHEREAS, the City of Redmond completed labor contract negotiations in 2009 with the Redmond Police Association, representing Police Support Employees; and

WHEREAS, Pay Plan PS was established and put into effect the negotiated salary ranges agreed to through the collective bargaining process and adopted; and

WHEREAS, the salary ranges adopted by Ordinance No. 2553 have now been adjusted in accordance with the Memorandum of Understanding negotiated with the Police Support bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan Amended. Effective March 1, 2011, Pay Plan PS covering all employees in the Police Support bargaining unit is hereby amended to grant a 5.00 percent increase to Communications Dispatcher (C13)employees' salaries over those salaries in effect on January 1, 2011, as adopted by Ordinance No. 2553. Communications Dispatcher (C13) salary range in the PS Pay Plan will be increased by the same

percentage. The amended pay plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City’s official newspaper.

ADOPTED by the Redmond City Council this ____ day of _____, 2011.

CITY OF REDMOND

_____
JOHN MARCHIONE, MAYOR

ATTEST:

_____
MICHELLE M. MCGEHEE, CMC, CITY CLERK (SEAL)

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: _____

CITY OF REDMOND
Pay Plan PS*
Redmond Police Association - Police Support Bargaining Unit
Effective: March 1, 2011

Grade		Minimum	Midpoint	Maximum
C113	Crime Analyst	$4,608	$5,231	$5,853
C116	Police Program Coordinator	$4,407	$5,001	$5,594
C13	Communications Dispatcher	$3,782	$4,293	$4,804
C15	Lead Communications Dispatcher	$4,316	$4,899	$5,481
C14	Lead Police Support Services Specialist	$3,786	$4,298	$4,809
C115	Legal Advocate	$4,058	$4,606	$5,154
C18	Police Support Officer	$3,510	$3,984	$4,457
C19	Property Evidence Technician	$3,527	$4,003	$4,478
C11	Police Support Services Specialist	$3,366	$3,821	$4,275
C20	Police Support Administrative Assistant	$2,946	$3,663	$4,380

*All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

Attachment C

CITY OF REDMOND
ORDINANCE NO. _ 2574__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE 2011 SUPPLEMENTAL "S-PS" PAY PLAN

WHEREAS, Resolution No. 1142 calls for an adjustment of salaries in keeping with changes in salaries in the local labor market of both private and municipal employers; and

WHEREAS, these changes should now be reflected by amending the supplemental S-PS pay plan for supplemental police support employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Pay Plan S-PS. Effective March 1, 2011, Supplemental Pay Plan S-PS, (formerly "C-1"), covering supplemental police support is hereby adjusted to reflect pay ranges that represent 80 percent to 110 percent of the lowest pay for a comparable Regular Position as adopted by Ordinance No. 2572 for the RPA – police support bargaining unit. The amended Pay Plan is attached as Exhibit 1 and incorporated herein as if set forth in full.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity

or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its publication, or publication of a summary thereof, in the City's official newspaper.

ADOPTED by the Redmond City Council this _____ day of _____, 2011.

CITY OF REDMOND

_____
JOHN MARCHIONE, Mayor

ATTEST:

_____ (SEAL)
MICHELLE M. MCGEHEE, CMC, City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

Attachment C, Exhibit 1
Amended Pay Plan
Ordinance No. 2574

CITY OF REDMOND
SUPPLEMENTAL " S-PS" PAY PLAN
REDMOND POLICE ASSOCIATION
EFFECTIVE March 1, 2011

CLASSIFICATION	LOW	HIGH	GRADE
Supp Communications Dispatcher	17.46	24.00	SP3
Supp Crime Analyst	21.27	29.24	SP10
Supp Lead Communications Disp.	19.92	27.39	SP8
Supp Lead Support Services Specialist	17.47	24.03	SP4
Supp Legal Advocate	18.73	25.76	SP5
Supp Police Program Coordinator	20.33	27.97	SP16
Supp Police Support Administrative Assistant	13.60	18.70	SP14
Supp Police Support Officer	16.20	22.28	SP6
Supp Property/Evidence Technician	16.28	22.38	SP1
Supp Support Services Specialist	15.53	21.36	SP2