

AGREEMENT
BY AND BETWEEN
THE CITY OF REDMOND
AND
THE WASHINGTON STATE COUNCIL OF COUNTY
AND CITY EMPLOYEES, LOCAL 21-RD (AFSCME)

January 1, 2022 - December 31, 2024

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**AGREEMENT BY AND BETWEEN THE CITY OF REDMOND AND THE
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 21-
RD (AFSCME)**

This Agreement is by and between the City of Redmond (hereinafter referred to as the “City”) and the Washington State Council of County and City Employees (hereinafter referred to as the “Union”) for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Union as the exclusive collective bargaining representative. This Agreement is binding on the successors and assigns of the aforementioned parties.

PREAMBLE

The City and the Union agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement as well as the establishment of fair and reasonable compensation and working conditions for employees of the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE 1 - RECOGNITION, BARGAINING UNIT AND MEMBERSHIP

1.1. Description of Bargaining Unit:

Pursuant to and in conformity with the Certification issued by the Public Employment Relations Commission in Case Number 0-1169, the City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit: all regular full-time and regular part-time employees who are Parks and Public Works mechanics, maintenance workers, and maintenance technicians; but excluding department heads, assistant department heads, managers, and supervisors.

1.2. Payroll Authorization of Union Dues:

Regular monthly Union dues shall be deducted by the City from an employee's paycheck when authorized in writing by the employee on a form provided by the union. The amounts deducted shall be transferred monthly to the treasurer of the Union. Employee may revoke Employee's authorization for deduction of dues. To do so, Employee must submit a written notice to the Union in accordance with the union's form, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each union member who has union dues deducted from his or her paycheck, the dues amount and their monthly salary.

1.3. Indemnification/Hold Harmless:

The Union shall indemnify, defend and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues, provided the City is not negligent in its application of this Article. The Union agrees to refund to the City any amounts paid to it in error in the administration of this Article upon presentation of proper evidence thereof.

1.4. New Hire Orientation:

The Employer shall notify the Union of all new employees hired into the bargaining unit. In accordance with RCW 41.56.037, the Union shall be afforded 30 minutes of the newly-hired employee's regular working time for purposes of presenting information about Union membership and bargaining representation.

1.5. MOC Labor/Management Committee:

The parties agree to jointly maintain and support an MOC Labor/Management Committee with the aim of promoting communication and understanding between labor and management on issues of mutual concern; and, studying and discussing possible solutions to mutual problems affecting labor/management relations.

The Committee will have eight (8) members; four (4) appointed by the City and four (4) appointed by the Union. The Committee will meet at the request of either party to discuss issues of mutual concern. Committee members will set guidelines for the Committee's operation.

ARTICLE 2 - SUPPLEMENTAL EMPLOYEES

2.1. Supplemental Employment:

Supplemental employment is in accordance with the Personnel Manual. Non-bargaining unit employees shall not be used to replace bargaining unit members. Supplemental employees are not eligible for benefits under the CBA. The City may utilize supplemental employees as it deems appropriate during the period from February 15th through November 15th of each year. Supplemental employees are not members of the bargaining unit and have no obligation to join the union or pay union dues. Supplemental employees, as at-will employees, may be terminated at any time, for any reason, and without recourse to the grievance process. If a supplemental employee is going to exceed 1,040 hours, the City will notify the Union. If the City wants a supplemental employee to work greater than 1,040 hours in a calendar year, the City must obtain the Union's authorization prior to the supplemental employee reaching 1,040 hours.

2.2. Supplementals Operating City Equipment:

Supplemental employees will not operate City owned or rented equipment with greater than thirty-two (32) horsepower engines, with the exception of automobiles and pick-up trucks, and in the instances where a supplemental employee can satisfactorily demonstrate to their supervisor or designee qualifications for the operation of equipment which exceeds the thirty-two (32) horsepower limit.

2.3. Supplemental Pay:

Adjustments to pay plans applicable to supplemental employees will be with the aim of keeping wages of supplemental employees within eighty percent (80%) and one hundred twenty percent (120%) of the entry wage for comparable bargaining unit classifications where comparables exist.

2.4. Supplemental Use Non-Conformance:

Notwithstanding the City's good faith obligation to appropriately administer the supplemental employee policy, it is recognized that the employees or the Union may independently become aware of employees classified by the City as supplemental employees in a manner that is not in conformance with the Personnel Manual or this Agreement. In such circumstances, the Union shall provide the City due notice of the alleged non-conformance. The City will have fifteen (15) calendar days to correct the nonconformance through any means it determines appropriate. If the alleged non-conformance continues after the fifteen (15) day notice period, the Union may initiate the grievance procedure as provided in Article 6.

The City will provide to the Union, on request by the Union, a report on the use of supplemental employees. The report will include:

- Names of supplemental employees;
- The Departments to which the supplemental employees are assigned;
- The supplemental employees' rates of pay;
- Hours worked by the supplemental employees by month, year to date, and over the previous twelve months.

ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

3.1. Management Rights:

It is understood that the City retains its right to manage personnel and operate its Departments except as may be limited by an express provision of this Agreement.

The Union recognizes the prerogative so the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

In exercise of management rights, it is not intended that any other specific provisions of this Agreement providing a particular benefit perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

Specific and Exclusive Management Rights. Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- (a) To recruit, hire, or promote applicants to positions within the City;
- (b) To determine the location where work is to be conducted;
- (c) To control the budgets if deemed appropriate to the City.
- (d) To establish reasonable work rules and to modify training;
- (e) To approve all employees' vacation and other leaves;
- (f) To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. It is the City's intention that other duties as assigned shall be limited to the general type of work that the employee's position normally performs.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

3.2. Delivery of Services:

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the City's right to determine the personnel, the methods, processes and means of providing municipal services, to increase, eliminate, or change municipal equipment including the introduction of any and all new, improved or automated methods or equipment and the assignment of employees to specific jobs.

3.3. Performance Standards:

The Union recognizes the City's right to establish or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance of employees.

3.4. Performance Appraisals:

Employees shall be evaluated by their supervisors prior to completion of probation, and, thereafter supervisors shall initiate a written evaluation within thirty (30) days of the employee's pay anniversary date, unless the employee is unavailable due to vacation or disability or by mutual agreement of the employee and the supervisor.

3.5. Personnel Manual:

It is understood that a Personnel Manual has been developed by the City to administer certain provisions of this labor agreement and other labor agreements, as well as non-contractual items. The contents of the Personnel Manual are not intended to alter or replace any provision of this Agreement. In the event any portion of the Personnel Manual conflicts with any provision of this agreement, the Agreement shall control. Furthermore the Union retains the right to negotiate any revision or amendment to the Personnel Manual that affects a mandatory subject of bargaining. This section pertains to any portion of this Agreement where reference is made to the Personnel Manual. At the request of the City, the Union and City shall meet during the term of this Agreement to negotiate revisions to the Personnel Manual.

3.6. Existing Applicant Pool:

Per Personnel Manual 3.40, the City may hire from existing applicant pools. On occasion, the City gathers applications for an existing opening and then, a short time later, another opening occurs for a comparable position. For positions represented by the AFSCME bargaining unit and if within six months of the original posting:

Same Classification and Same Workgroup: The existing applicant pools may be used to fill vacancies without conducting an internal posting first.

Different Classification and/or Workgroup: If the additional opening is for a different division or classification than the original, the City must open the position internally to AFSCME members for a minimum of seven (7) calendar days prior to selecting an outside candidate from the existing applicant pool.

ARTICLE 4 - LAYOFF PROCEDURE

4.1. Layoff Procedure:

Bargaining unit seniority shall govern in all layoffs of employees covered by this Agreement with the least senior employee being laid off first. The employer may layoff out of seniority order upon presentation of evidence that the operating needs of the employer require a special experience, training, certification or skill. Whenever a junior employee is given preference over a senior employee in a layoff situation, a written statement of the reasons therefore shall be given to the senior employee and to the Union.

4.2. Bumping:

A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit provided he/she has previously held the position or otherwise possesses the desirable skills, knowledge and abilities and is able to perform the work of the position with minimum training. The employee must inform the City within fifteen (15) calendar days of receipt their layoff notice if they wish to exercise their bumping rights, including (a) the classification and position into which they desire to bump, and (b) their qualifications for that classification and position.

4.3. Union Notice and Expedited Grievance Process:

Prior to initiating layoffs, the City shall provide notice to the Union stating the names and positions of employees the City proposes to layoff, and the expected effective layoff date. The City and Union shall promptly meet and confer regarding the issues raised by the City's notice. Any grievances created by a layoff in accordance with the City's notice, which are not resolved between the Union and City, shall (a) be filed within thirty (30) days of the notice, (b) be expedited by all parties, (c) commenced at no lower than Step 4 of the grievance procedure, and (d) determine the proper application of the layoff provisions of this Article.

ARTICLE 5 - PROBATIONARY PERIOD

5.1. An employee's initial six (6) months of employment shall constitute a probationary period. The probationary period for an individual employee may be extended up to an additional six (6) months upon agreement of the City and the Union.

An employee may be terminated by the City at any time during the probationary period without right of appeal. The employee can request to resign in lieu of probationary termination.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1. Procedure:

Any grievance which may arise on the part of an employee concerning the correct application or interpretation of this Agreement shall be handled in the following manner:

Step 1.

Within ten (10) working days after the event giving rise to the grievance, or within ten (10) working days after the employee or Union could reasonably have been expected to have knowledge of the event, the employee or Union representative shall discuss the problems with the relevant immediate supervisor/management or Human Resources representative. Both parties shall attempt to resolve the problem during this discussion. It shall be considered acceptable for such grievances to be presented in written format and submitted either physically or electronically.

Step 2.

The Union, not an individual employee, has exclusive authority to determine whether a grievance shall be escalated beyond Step 1. If the union decides that the grievance has not been satisfactorily resolved at Step 1, the Union may submit the grievance in writing to the affected employee's supervisor within five (5) working days of the initial Step 1 discussion. All grievances should be submitted on an AFSCME grievance form indicating:

- The date of the Step 1 discussion;
- A detailed statement of the facts;
- A citation to the section of the Agreement that was allegedly violated.

All documents relevant to the grievance should be attached to the grievance form. The grievance form must be signed and dated by an authorized official with the Union. The affected employee's supervisor must sign and date the grievance form to memorialize receipt by the employer. This does not exclude the Union from adding additional facts and materials throughout the grievance process as additional facts or relevant documents become known.

Within five (5) working days of receipt of the grievance, the supervisor and the Union and the affected employee shall meet and discuss the grievance in an effort to resolve it. Within five (5) working days following such meeting, the supervisor shall give the Union a written answer to the grievance.

Step 3.

If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Department Head within five (5) working days of receipt of the Supervisor's answer. Within ten (10) working days of receipt of the grievance, the

Department Head or his or her designee and the Union shall meet and attempt to resolve the grievance. Within five (5) working days following such meeting, the Department Head shall give the Union a written answer to the grievance.

Step 4.

If the Union decides that the grievance was not satisfactorily resolved in Step 3, the Union may submit in writing the grievance to the Mayor within five (5) working days of receipt of the Department Head's answer. The Mayor shall review the matter promptly and shall make a final decision which shall be communicated to the Union in writing within fifteen (15) working days of the receipt of the appeal notice.

Step 5. (OPTIONAL)

If the grievance is not settled satisfactorily by the Mayor, the Union and the Employer may mutually agree to submit the grievance to mediation. Within ten (10) working days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are revealed to him/her, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 6 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

Step 6.

If the Union decides that the grievance was not satisfactorily resolved at Step 4, or optional Step 5, the Union may within fifteen (15) calendar days of receipt of the answer, advance the grievance to impartial arbitration. A list of (5) arbitrators shall be requested from the Public Employment Relations Commission. The Employer and the Union shall alternately strike one (1) name from the list until the name of one (1) arbitrator remains. The selected arbitrator shall render a decision after a hearing which shall be final and binding upon the parties. The expense of the impartial arbitrator shall be paid by the loser or, if there is no clear loser, as the arbitrator orders.

6.2. Extending Time Limits:

The employee or Union and Employer may by mutual agreement extend the time limits specified in this grievance procedure.

6.3. Union Representation:

At any Step of the grievance procedure, the employee may be accompanied by a Union representative.

6.4. Waiving of Steps:

By mutual agreement, or as provided elsewhere in this Agreement, a Step in the grievance procedure may be omitted and the grievance advanced to the next higher Step.

6.5. Union Filed Grievances:

The Union may file and process a grievance on behalf of an employee or group of employees.

6.6. Cost of Representation:

Each party shall be responsible for the cost of its own representation throughout the grievance and arbitration process, and any appeal thereof, including attorney's fees.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.1.

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement neither the Union nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slow down or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 8 - RATES OF PAY

8.1. Wages:

The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

Job classification and compensation administration for each employee covered by this Agreement shall be established and administered in accordance with the procedural requirements of the Personnel Manual, as it may hereafter be amended or revised, when not inconsistent herewith.

8.2. Commercial Drivers License:

The City will reimburse the cost of the (CDL) Commercial Drivers License endorsement for all employees required by the City to have such a license. The City can require such a license as a condition of employment for new hires without cost to the City.

8.3. Experience Recognition Bonus:

Employees who have completed five years of work for the city will each receive a \$2,000 experience recognition bonus, paid annually, on the first pay period in December. This bonus is to recognize employees for the experience they have gained in their position, they would be considered fully competent in their job, and is an effort to retain their talent.

8.4. Working Out of Class (WOC):

A Regular Employee assigned temporarily to a higher paying classification (and who assumes the preponderance of the responsibilities of the higher classification, as determined by the Department Director) for a normal weekly schedule or more shall be paid a working out of class rate as follows. Weekends or other regularly scheduled days off will not disrupt the continuity of hours.

WOC for Non-Exempt Regular Status Employees. Employees who are non-exempt and working out of class in a different non-exempt position will receive five percent (5%) over the Employee's regular salary, or at the minimum salary of the higher classification, whichever is greater, retroactive to the beginning of said WOC assignment. An employee who is scheduled to perform standby duty during a non-exempt WOC assignment shall be allowed the opportunity to perform the standby shift. Standby duties will be paid at the employee's WOC rate.

WOC for Exempt Regular Status Employees. When a non-exempt employee works out of class in an exempt status position, the WOC salary adjustment will be seven percent (7%) over an Employee's regular salary, or the minimum of the higher classification, whichever is greater. In this situation the non-exempt Employee does not receive overtime pay for extra hours worked; instead, the Employee receives four (4) hours of professional leave as provided for in Article 14. Section 10 Professional Leave, for each thirty (30) consecutive calendar days worked in the exempt WOC assignment. An employee who accepts WOC in an exempt status position will not be eligible for primary or secondary standby while in WOC. The WOC employee may trade their previously scheduled primary or secondary standby duty with another employee by agreement of the employees and remain working out of class. In the event the employee elects to relinquish the

primary standby assignment, the primary standby alternate list shall be used to determine the replacement standby employee. Nothing in this section shall prevent an employee from voluntarily, temporarily stepping down from a WOC role in order to perform a previously scheduled standby shift.

Holidays occurring within the period of the temporary assignment shall be considered time worked for the purpose of determining working out-of-class duration and consecutive hours of work in the higher classification.

Paid leave used during a working out-of-class assignment of less than thirty (30) days will be paid at the employee's regular salary in their primary position. Paid leave used during assignments lasting thirty (30) or more calendar days will be paid at the working out-of-class rate.

In no circumstance shall the out-of-class pay exceed the top of the range for the higher-level classification.

In most circumstances voluntary temporary assignments for training are excluded from any pay increase accruing to out-of-classification appointments.

8.5. Effective Dates:

Merit increases shall be effective on the employee's pay anniversary date as established by the Personnel Manual, as it may hereafter be amended or revised. Pay increases upon promotion or reclassification shall be effective on the effective date of the promotion or re-classification.

8.6. Tool Allowance:

It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and toolboxes and that this standard will be adhered to within the City of Redmond. Nevertheless, to provide for technological updating, general usage, and replacement of personally owned tools, each employee holding the classification of mechanic or fleet operations lead with responsibility for providing personal hand tools and toolboxes, will receive a tool allowance of \$300 per quarter. Employees who receive the tool allowance are required to submit tool replacement receipts to their supervisor throughout the year for tools that are purchased for use on the job.

ARTICLE 9 - HOLIDAYS

9.1.

The following thirteen (13) holidays shall be recognized and eligible employees shall be compensated for them as provided by the current Personnel Manual as it may be hereafter amended or revised.

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One Floating Holiday	At employee's choice with supervisor approval

9.2. Holidays During Time-Off:

Whenever a holiday falls on a full-time employee's regularly scheduled day-off or during an employee's vacation period, a compensating day off with pay shall be added to the employee's earned vacation.

9.3. Floating Holiday:

Upon completion of six (6) months continuous employment, a regular employee shall be eligible for the Floating Holiday, which shall be taken at a time approved by the employee's supervisor. However, an employee who is hired after July 1 shall be entitled to one-half (1/2) a Floating Holiday upon completion of four (4) months of active employment within the calendar year. An employee who terminates employment prior to July 1 shall be entitled to one-half (1/2) day's pay as Floating Holiday compensation. An employee who terminates after June 30 shall be entitled to a full day's pay as Floating Holiday compensation. Employees hired after August are not eligible for accrual of this benefit during the year of hire.

ARTICLE 10 - VACATIONS

10.1. Vacation Schedule:

The following amount of annual paid vacation time shall be granted to eligible employees as provided by the current Personnel Manual as it may hereafter be amended or revised.

Years of Employment	Monthly Vacation Hours Earned
0-2 years	8.000 hours
3 years	8.6666 hours
4 years	9.3333 hours
5 years	10.6666 hours
7 years	11.3333 hours
9 years	12.0000 hours
11 years	12.6666 hours
13 years	13.3333 hours
15 years	14.0000 hours
17 years	14.6666 hours
20 years	15.3333 hours

10.2. Vesting:

Vacation is vested when earned. Employees may use vacation time as they earn it in accordance with applicable policies, regardless of probationary status. An employee may not borrow against unearned vacation.

Employees may accumulate vacation leave time to a maximum of 368 hours (inclusive of current year's credit). Any unused vacation time above the maximum is forfeited.

10.3. Scheduling:

Vacation time off shall be taken as provided by the Personnel Manual, as it may hereafter be amended or revised except as otherwise authorized by the Department Head. Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the employees.

10.4. Payout at Retirement - PERS I:

The payout of accrued but unused vacation time upon the retirement of a PERS I employee shall be as provided for in Article 12, Section 2 of this Agreement.

ARTICLE 11 - HEALTH AND WELFARE

11.1. Health Benefits:

The Employer will maintain and administer on a self-insured basis medical, dental, and vision benefits. Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. The dollar amount that equates to a twenty percent (20%) contribution is actuarially determined. Premium contributions for part-time employees shall continue to be prorated based on the City's contribution to full-time employee and dependent premiums.

The Union agrees to appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). EBAC will research increasing health care costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to the Employees and the Employer. It is the City's goal to have active participation on the Committee by each bargaining unit and the non-represented employees.

EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes may become applicable to Union represented employees only upon ratification by the Union.

For each plan year, the Employer shall retain a third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for RedMed, to be effective for that year. The third party shall use usual and customary insurance/actuary principles and procedures to establish the rates.

Premium contributions are pro-rated for regular part-time employees as specified in Article 13, Section 1 of this Agreement.

11.2. HMO Coverage:

As alternative insurance coverage, the City will make available to employees an alternative HMO coverage. However, the cost of any other HMO coverage which exceeds the premium costs of the benefits described above shall be paid by the employee through payroll deduction.

11.3. Other Insurance:

During the term of this Agreement group Term Life Insurance coverage in the amount of Fifty Thousand (\$50,000) and Accidental Death and Dismemberment (AD&D) coverage in the amount of Fifty Thousand (\$50,000) shall remain in effect for employees in the bargaining unit with the premiums for such insurance to be paid by the City. The amount of the insurance shall be effective upon the first (1st) day of the month following the execution of this Agreement.

Additionally, supplemental coverage will be made available for purchase by employees, with the amount, terms and conditions as specified by the insurance carrier.

11.4. Qualified HRA (Such as VEBA or other Vehicle):

If and When the Washington State Council of County and City Employees, Local 21-RD (AFSCME) finds or develops a Health Reimbursement Account (HRA) where AFSCME is the sponsor of the plan and expressly agrees that it shall retain or delegate all legal and fiduciary responsibility for the plan and its operation on behalf of the employees covered as provided herein and it is expressly agreed that the City has no legal or fiduciary responsibility whatsoever for the plan or its operations, the City will agree to facilitate employee contributions to such a qualified Plan. The City will coordinate payroll deductions or sick leave cash-outs upon separation on behalf of the employees and make those contributions to a plan administrator. The City will not have fiscal responsibility for this program, nor will the City have legal accountability for the program.

11.5 Workout Room and Exercise:

Employees may exercise when off work. Workout rooms are available to employees at the Redmond Community Center/Marymoor Village (RCCMV) during normal operating hours and at City Hall any time.

ARTICLE 12 - SICK LEAVE AND BEREAVEMENT LEAVE

12.1. Accrual:

Sick leave shall be earned, utilized and administered as provided in the Personnel Manual, as it may hereafter be amended or revised, except as otherwise provided herein. The basic leave credit shall be one (1) day of sick leave for each month of continuous regular employment with a maximum accumulation of one hundred twenty (120) days. Employees shall be eligible to utilize their accrued sick leave from their date of hire as a regular employee.

12.2. Retirement Bonus - PERS I:

Upon retirement under the provisions of PERS I, an employee will receive in one (1) lump sum payment all their accrued but unused vacation up to a maximum of two hundred forty (240) hours, and twenty-five percent (25%) of their accrued but unused sick leave based on a maximum sick leave accumulation of nine hundred sixty (960) hours to the extent their twenty-five percent (25%) of sick leave exceeds forty-eight (48) hours. Any accrued vacation in excess of two hundred forty (240) hours and the first forty-eight (48) hours of the twenty-five percent (25%) sick leave payout shall be used by the employee prior to their retirement date.

If the provisions of SHB 843 adopted in the 1984 legislative session and on which this section is based are repealed in their entirety, then the retirement bonus described in Section 3 of this Article shall apply equally to PERS I employees.

In the provisions of SHB 843 are substantively amended or replaced, then the Employer and the Union shall reopen negotiations on this section at the request of either party.

12.3. Retirement Bonus - PERS II and PERS III:

Upon death or upon retirement under the provisions of PERS II or PERS III, an employee (or their beneficiary) shall receive twenty-five percent (25%) of their accrued but unused sick leave benefits limited, however, to a maximum accumulation of nine hundred sixty (960) hours.

12.4. Bereavement Leave:

A regular employee shall receive up to four (4) days off with pay, upon approval of the Department Head or designee, in the event of a death or serious illness with impending death in the immediate family of the employee. "Immediate Family" shall be defined as spouse, domestic partner, child, stepchild, mother, father, stepparent, grandparent, brother, sister, mother-in-law, or father-in-law, persons living in the employee's immediate household, and grandparents of employee's spouse. Any leave beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, may be granted in the discretion of the Supervisor, and shall be deducted from accrued annual vacation leave or compensatory time off, if any, and shall otherwise be without pay, except as provided for in Section 5. A "domestic partner" means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

12.5. Sick Leave:

Regular employees will accrue and may use sick leave in accordance with the Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City shall provide notice to the union and an opportunity to bargain prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

12.6. Disability Benefit:

Refer to Human Resources' Benefits Administrator for Short Term Disability insurance language.

12.7. Workers Compensation:

Any employee involved in an accident while on duty or involving City equipment or vehicles or suffering an injury on-the-job, must report the accident or injury to their supervisor immediately.

During time loss leave, the employee's benefits will continue, and the employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave. In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or vacation leave to cover any time loss caused by an on-the-job injury.

Voluntary Buy Back Program:

When a regular employee suffers an on-the-job injury requiring time loss from work, they may participate in the City's buy-back program and use their accrued but unused sick leave or their accrued vacation leave, if any, during any absence until their Worker's Compensation claim is settled.

While on time loss leave covered by sick leave or accrued vacation leave, the employee shall endorse any State Worker's Compensation checks to the City and deliver it to the Payroll Department. The procedure for credited sick leave or vacation leave shall be as follows:

The amount of the Worker's Compensation award will be divided by the employee's regular hourly rate of pay to determine the number of hours to be restored to the employee's sick or vacation leave account. If time loss continues, the difference between the amount paid each pay period by Worker's Compensation and the employee's normal pay rate will be made up from the employee's accrued sick leave or vacation leave.

At no time during any absence caused by a compensable injury will the employee receive more than their regular full amount of pay through any combination of State and City payments.

If the employee participates in the City's voluntary Buy Back program and the employee goes into an unpaid leave status, the employee's benefits will continue and employee will pay their portion of premium contributions, and the employee will continue to accrue sick leave and vacation leave.

Workers Compensation Leave Without Pay:

Employees who choose not to participate in the City's voluntary Buy Back program and who are unable to work because of an on-the-job injury may request a leave of absence without pay as provided in the Personnel Manual, as it may hereafter be amended or revised. No vacation, sick leave or other benefits shall accrue while an employee is on a leave of absence without pay, except that the injured worker and their dependents will remain eligible for the City health benefit plans during such leave of absence. employee will pay their portion of their healthcare premium contributions. Employees on such unpaid leave will retain their State Worker's Compensation payments.

In the event the eligibility for payment under Worker's Compensation is denied by the State, the employee may use sick leave or other available leave to cover any leave if the employee is unable to return to work, provided the employee has medical documentation supporting continued leave.

12.8. Donation to Shared Leave:

Shared Leave will be applied and administered in accordance with the Personnel Manual. AFSCME members can donate the following leaves toward Shared Leave. Donated hours will be donated into the recipient's like account (for example, RSL into RSL, vacation into vacation, etc.).

- Sick Leave – Employee may donate Regular Sick Leave (RSL) only, and RSL donor balance cannot fall below 40 hours.
- Vacation Leave – Employees may donate vacation, and vacation balance cannot fall below 40 hours.
- Floating Holiday
- Compensatory Time

Shared Leave not used by the recipient shall be returned to the donor's leave balance at its original donor value.

12.9. Sick Leave Bonus:

Sick leave bonus will be applied in accordance with the Personnel Manual.

To the extent the City desires to change any provisions in the Personnel Manual relating to the sick leave bonus, the City shall provide notice to the union and an opportunity to bargain prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

ARTICLE 13 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

13.1.

Benefits for regular part-time employees will be administered as provided for in the Personnel Manual, as it may hereafter be amended or revised, and such other policies or executive orders as may be applicable. Health benefits for regular part-time employees will be prorated in the same manner as sick leave and vacation accrual set out in the Personnel Manual as amended or hereafter revised.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.1. Personnel Manual:

Except as otherwise provided for in this Article, hours of work and overtime pay shall be administered as provided in the Personnel Manual, as it may hereafter be amended or revised.

14.2. Standard Work Days:

A normal workday shall consist of eight (8) consecutive hours of work exclusive of a thirty (30) minute meal period in a twenty-four (24) hour period. The normal workweek shall consist of forty (40) hours of work over five (5) consecutive days, Monday through Friday. For FLSA and payroll purposes the standard workweek shall be Monday at 12:00 a.m. to Sunday at 11:59 p.m. Alternative work schedules outside Monday through Friday will adjust their FLSA workweek accordingly to meet the double time rate as detailed in 14.3 (below). The work schedule in effect for each work group in the bargaining unit on the date this agreement is signed shall constitute that work group's normal work-day. Alternative work schedules, such as a 4 x 10 schedule, may be worked if by mutual agreement or as provided for below.

However, upon fifteen (15) days' notice, the City shall have the right to change the schedules referred to herein, when deemed necessary to more effectively and efficiently accomplish any of its responsibilities. When a schedule change is requested by an employee and approved by his or her supervisor, the employee may waive the fifteen (15) day notice requirement.

14.2A Standard Meal Breaks

The standard meal break period is 30 minutes. Lunch in the field is considered standard practice. Employees working in the field are permitted to take lunch at any location they wish, provided the lunch location is less than 5 minutes from the assigned work location. Up to 5 minutes travel time is considered paid time. Travel time exceeding 5 minutes will be included in the 30-minute lunch period.

Crew members may not intentionally skip meal breaks or rest periods with the intent to arrive to work late, leave work early, or to accrue overtime/compensatory time, unless the employee has received prior approval from the supervisor.

If lunch is taken in the field, the meal breaks may be taken at the discretion and consensus of the crew based on the circumstances and flow of the work, normally no later than the beginning of the 5th hour of the shift. Lunch will conclude by the end of the 6th hour of the shift, unless prior approval is given by the supervisor. An example of flow of work may include delaying lunch 30 minutes to finish up a job that has a significant amount of setup involved.

There may be times when it is appropriate to stop at a restaurant or store to purchase lunch. If an employee is driving between work locations and the stop is along the way, the employee may pick up lunch. The time used to pick up lunch is included in the 30-minute lunch period. At times, employees at a work site may want to buy lunch. Travel time to a restaurant or store is considered part of the 30-minute lunch period.

When health or safety are concerns, the employee is not required to take lunch in the field. In such instances, travel time in excess of 5 minutes is permitted. Also, coordination of work activities occasionally requires employees to return to the MOC for supplies, equipment, and other work related activities. Lunch at the MOC should be coordinated with these activities when appropriate.

A paid “wash up” period of reasonable duration is provided, if necessary, prior to the lunch period. In general, the “wash up” period should not exceed five minutes.

14.2B Worked Meal Break

1. Employees must be paid for a meal period if:

- a. They are required to remain on duty during their meal period.
- b. The employer requires them to remain on-call or on the premises or worksite in the interest of the employer, even if they are not called back to duty.
- c. They are called back to work, interrupting the meal period.

This shall not apply if:

- The employee takes an unpaid and uninterrupted meal period at a different time at the employee’s discretion. The employer may require an employee to take their meal period at an alternative time so long as it begins more than 4 hours after the start of the shift and less than 7 hours after the start of the shift.

OR

- The employee leaves work early with prior mutual agreement between supervisor and employee.

2. An interrupted meal period is when an employee must stop their meal period and perform work duties due to supervisor requirement or an emergent situation. An “emergent situation” is one that cannot wait until the end of the meal period. Unless otherwise agreed upon, employees who are on their meal period are not expected to answer calls from their supervisor, other City employees, or other work-related calls. Employees who do choose to answer calls do so at their own discretion and this does not constitute an interrupted meal period. In the case that the employee does answer their phone and either supervisor requests and employee accepts, or employee becomes aware of an emergent situation that requires immediate attention and employee works during their meal period, paragraph 1 (above) would apply.

3. If work is performed that necessitates the employee to wash up before returning to the employees’ meal period, such a reasonable wash up period will not be considered as part of the meal period and shall be compensated.

14.3. Overtime/Double Time:

Non-exempt employees of the bargaining unit who are required to work more than their regularly scheduled hours in any one (1) day or more than forty (40) hours in any one (1) week shall be compensated for such overtime hours. The overtime rate shall be one and one-half (1-1/2) times the employee's regular hourly rate of pay, except that double time (two (2) times the employees' regular hourly rate of pay) shall be compensation for hours worked on the seventh (7th) day of an employee's work week.

If an employee's regular schedule is between Monday and Friday, then their seventh day shall always be Sunday for double-time rate purposes.

If the employee's regular work schedule includes work on Saturdays or Sundays, then the seventh day of an employee's workweek shall be the seventh day following the first of four or five consecutive scheduled days of work.

If on a 9/80 schedule where the first day of the week is their flex day (i.e., either an 8-hour day or a day off), that day will still be the first day of the week for overtime and double-time rate purposes. The following chart provides examples what day of the week will be an employee's seventh day for double time rate purposes based on given schedules:

Example Schedule	Double Time Rate
Monday-Friday (5/8, 9/80, 4/10)	Sunday
Tuesday-Saturday (5/8)	Monday
Wednesday-Sunday	Tuesday
Thursday-Monday	Wednesday
Friday-Tuesday	Thursday
9/80 Tuesday-Saturday (Tuesday Flex)	Friday
9/80 Sunday-Thursday (Thursday Flex)	Saturday

The City will pay employees for overtime work at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works *more* than 8 minutes, the employee will be paid for 15 minutes (rounding up); conversely, if an employee works less than 8 minutes, the employee will be paid for zero time (rounding down). For the purposes of this section sick leave, vacation, bereavement leave and holidays shall be considered as time worked.

In the event an overtime shift is scheduled in advance, the employee shall be compensated for a minimum of two (2) hours of pay at the appropriate overtime rate, even if the actual duration of work is less than two (2) hours. This provision shall not be applied to overtime work that is an extension of a regularly scheduled shift.

Nothing in this section shall prevent an employee and their supervisor from agreeing to work schedule adjustments in the same workweek on straight time, hour for hour basis.

All work performed on a holiday shall be paid at two (2) times the regular rate of pay. This is in addition to the regular holiday pay paid to the employee.

14.4. 24-Hour Emergency Work Schedule:

An employee who is required to change his or her regular shift start time for emergency response, such as snow and ice removal, shall receive one and one half (1 ½) times his/her regular straight time hourly rate for all hours worked outside his/her regularly scheduled hours during the emergency event. An employee whose regular shift start time does not change, but who works additional hours beyond the conclusion of his or her regularly scheduled shift, shall receive one and one half (1 ½) times the straight time hourly rate for all hours worked outside regularly scheduled hours.

In the event an employee performs emergency work on the seventh (7th) day of his or her work week, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on that day. In the event an employee performs emergency work on a holiday, the employee shall receive two (2) times the regular straight time hourly rate for all hours worked on the holiday in addition to straight time hourly rate for all hours worked in addition to straight time holiday pay the employee would otherwise receive.

If management declares an emergency that will require around the clock operations, management may allow employees who will be working a modified schedule to go home for the remainder of their previously scheduled shift or not report for their next previously scheduled shift. Employees allowed to go home/not report shall be paid at their regular straight time hourly rate for the remainder/entirety of their previously schedule shift.

Management will communicate to employees at the earliest opportunity when it has reasonable notice that an emergency or snow event is likely to occur.

Management will communicate to employees at the earliest opportunity when the emergency or snow event shifts are likely to end. When possible, management will communicate the end of emergency shifts at a shift change.

Upon completion of the declared emergency, employees on duty will complete and be paid for their twelve (12) hour emergency shift. Employees will not return to work until their next regularly scheduled shift. Additional standby or callback work, including coverage for alternative schedules on non-scheduled workdays (ie: holiday, weekend, or scheduled day off if on an alternative schedule) is allowed after a minimum 8-hour rest period.

Should the emergency be canceled in the middle of an emergency shift, notice will be provided via voicemail/text to employees who would be reporting "on duty" at the next emergency shift start time. Pay would be applied as follows:

- If it is a regularly scheduled workday, employees will report to work at their emergency shift start time, will work until the end of their normal shift, and will be paid the equivalent of their normal shift. For example, if their normal shift starts at 7:00 am and their emergency shift change is at 9:00 am, the employee would report to work at 9:00 am, work until their normal (non-emergency) shift end time, and would be paid at the regular rate for a full regular shift.

- If it is not a regularly scheduled workday, and if Management does not notify the employee prior to their arrival at the worksite, the employee will be paid for a callout.

14.5. Compensatory Time-Off:

Compensatory Time Not Allowed: If a non-exempt employee works planned/scheduled overtime or on an organized after-hours response team (such as snow/ice crew) for a division or department other than the employee's primary division, or planned/scheduled overtime on a project assigned under the guidelines of the City's contracting policy, he or she will be paid overtime as provided for in Section 3 of this Article, and will not be able to charge time to compensatory time, due to budgeted fund allocations and workload impact to the employee's actual division. For example, for snow and ice crew, the Streets division employees would be able to select compensatory time, whereas a Water division employee would need to take pay.

Employees who work City-wide community events, such as Redmond Lights, Derby Days, and So Bazaar, will be paid overtime and will not be able to charge to compensatory time, due to workload impact to the employee's actual division.

Compensatory Time Allowed: Employees will have the option to select overtime pay or compensatory time for work for the employee's primary division and unscheduled work or call backs for a division or department other than the employee's primary division.

In all other cases if a nonexempt employee works overtime they will be paid overtime as provided for in Section 3, UNLESS they choose to add to their compensatory timebank in lieu of overtime pay, which will be credited at one and one-half (1-1/2) hours of compensatory time-off for each hour of overtime worked. For overtime hours worked on the seventh (7th) day of an employee's workweek, the employee receiving approved compensatory time shall be credited with two (2) hours of compensatory time-off for each hour of overtime worked.

No employee may accumulate in excess of one hundred sixty (160) hours of compensatory time. For non-exempt employees, there shall be no time limit for the utilization of compensatory time-off.

If a non-exempt employee moves into an exempt status position, either within the union or outside the union, the employee's compensatory time will be cashed out at the employee's current rate of pay and will no longer be eligible to earn compensatory time.

Requests for use of compensatory time shall be granted within a reasonable period given due consideration by the supervisor of the normal schedule of work, anticipated peak workloads, emergency requirements of staff and services, and the availability of qualified substitute staff. Requests for use of compensatory time shall not be granted if doing so will unduly disrupt operations.

Compensatory time may be cashed out at the employee's request. The employee must submit a request in writing to payroll indicating the exact number of hours to be paid out. Payroll will process the request and make payment on the next possible pay period.

14.6. Meal Tickets:

In recognition of the impact on employees of short notice for unscheduled work, the City will provide a meal allowance of Fifteen Dollars (\$15) when unscheduled work is required for four (4) or more continuous hours, and a second allowance of the same amount if the unscheduled work continues unbroken for a total of more than eight (8) hours. For the purposes of this Section, unscheduled work is any work outside an employee's scheduled work day for which the employee is provided less than four (4) hours advance notice, or any extension of a scheduled shift for which the employee is provided notice during the shift.

14.7. Standby Duty:

- A. Secondary Standby Pay.** Employees assigned to standby duty during their time off shall be paid ten percent (10%) of their regular straight-time hourly rate for each hour of standby. All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

Employees assigned to standby on paid holidays specified in Article 9 shall be paid fifteen percent (15%) of their regular straight-time hourly rate for each hour of standby; and it is further provided that the fifteen percent (15%) rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend. The standby rate begins at the start of the standby shift before the holiday or holiday weekend. All time actually worked by a standby employee during holiday/holiday weekends will be paid at the appropriate overtime rate depending on the day - as time and a half or double time (7th day, actual holiday, and/or observed holiday). All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

- B. Primary Standby Pay.** The standby duty person designated as PRIMARY STANDBY to receive the initial calls for standby response and perform other additional standby response duties as assigned by management or a management designee, shall be paid for standby duty as in Paragraph A of this Section, except that the ten percent (10%) rate of pay described in Paragraph A shall be increased to twenty percent (20%) and the fifteen percent (15%) rate of pay described in Paragraph A of this Section shall be increased to twenty five percent (25%) for PRIMARY STANDBY DUTY.

- C. Primary Standby List - Eligibility.** By December 1 of each year the local Union president shall provide to the Employer a proposed weekly standby schedule for the following calendar year. In reviewing the list, the Employer shall make a good faith effort to include those employees proposed by the Union provided such employees meet the qualifications below. If there are an inadequate number of employees on the proposed list, the Employer may assign, as needed, qualified employees to standby to ensure adequate primary standby coverage. The weekly schedule will operate on a rotating basis among all eligible bargaining unit members. Eligibility requirements shall include:

- (1) Valid Washington State Driver's License.
- (2) Current Flagging Card.
- (3) Completion of one (1) year employment in a position represented by the bargaining unit by December 31 or if qualified by previous work experience, upon completion of their initial hire probationary period of six months.
- (4) Additional requirements may be added by mutual agreement between the City and Union. In the event that additional requirements are added, training opportunities will be offered fairly and equitably to all bargaining unit members prior to implementation.

The Employer shall administer the Standby Program in accordance with the above and have the authority to remove employees from the standby list for failure to exercise sound judgment or dereliction of duty.

- D. Secondary Standby Management Right.** The Employer shall determine the need, eligibility requirements, and schedule for secondary standby for each operations division. Secondary Standby schedules are developed by each individual Division. Typically, secondary schedules are determined using a rotating format amongst participating employees, or a similar equitable system. The City will consult with the Union regarding changes to eligibility requirements prior to change, and the Union can notify the City of their desire to negotiate the impact.
- E. Short Term Secondary Standby Pay.** Upon request of management, employees may volunteer to perform short term standby duty to provide additional standby personnel for a specified immediate need (i.e., additional plow drivers for an impending snowstorm). Pay for Short term standby will be the same as secondary standby in 14.7(A). Management will make a reasonable effort to offer work fairly based upon each division's standard practice.
- F. Overtime Pay for Emergency Work.** Employees will be compensated at the appropriate overtime rate as defined in Article 14.3, in the following circumstances.
- (1) For all time worked by an employee at an emergency, measured in fifteen (15) minute increments, subject to the minimum callback standard as specified in Article 14.8. Standby pay does not apply for time so worked.
 - (2) For time spent calling others in response to an emergency incident, measured in fifteen (15) minute increments. Standby pay does not apply for time so worked. The minimum callback standard in Article 14.8 does not apply for time so worked, unless associated with an on-site response. Time spent by employees making log entries shall be considered time worked just as time spent receiving and/or making calls is considered time worked. Additionally, employees who had been assigned to a standby shift but who then perform work are entitled to be paid at the overtime rate as specified in Article 14.3

and are permitted to aggregate time worked in any 24-hour period from midnight to midnight.

G Vehicle Usage for Standby Duty. No City vehicle will be taken home by an employee on standby duty unless authorized by a supervisor to enable adequate response to operational needs. At the conclusion of the response work, the **standby employee** may, at his or her discretion, leave their personal vehicle parked within the Operations Center security fence and take a City vehicle home for after-hour use, per City policies, until the next normal work day.

Both parties agree that section 14.7. Standby Duty may be reopened at any time to negotiate implementation of a standby practice different from that contained in this section.

14.8. Callbacks:

Employees on secondary and primary standby duty, who are called back after finishing their regular duty shift or called to report to work on their regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed three (3) hours at the overtime rate should such call back be for less than three (3) hours, unless the callout is less than one (1) hour prior to the start of their shift. Standby duty pay will continue until the employee receives a call that requires an on-site response, at which time callback pay will commence.

Additional calls and/or callbacks that occur within a (3) hour guaranteed overtime period, or while employees are still on site working a callback after the 3-hour guarantee period is over, shall be treated as a continuation of the original call. Employees will be paid until the conclusion (leave the MOC gate or job site) of the additional call(s) either as part of the guaranteed 3 hour period or actual time spent since original commencement of callback pay, whichever is greater.

Additional calls received after the initial 3-hour guaranteed overtime period will be treated as a separate callback unless the employee is still on-site working on an additional call as noted above.

Any employee not assigned to standby duty and called back after finishing their regular duty shift, or called to report on their regular day off, and the callout is more than one (1) hour before the start of their regular shift, shall be guaranteed three (3) hours at the overtime rate.

Responding to after-hours calls, notifications, or alarms, that do not require a physical response on-site, will be paid at the appropriate overtime rate for actual hours worked.

Supervisors will not be called out for emergency work until the work is refused by at least two (2) bargaining unit members or attempts to reach two (2) or more bargaining unit members have failed.

14.9. Union Business:

The City and Union recognize a shared interest in resolving issues that arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the Employer, Union representatives shall be allowed

reasonable time off with pay to perform Union business such as, for example, attending investigatory interviews, grievance meetings, and labor-management meetings.

Union executive board meetings are not permitted to be held on City time during normal working hours nor will they be paid. Up to four (4) general Union membership meetings may be held per year during normal working hours but such meetings may not exceed sixty minutes in length. Employees are expected to use their lunch and break times to conduct such membership meetings.

The Union is obligated to provide the employer, at the employer's request, with a current list of its officers and designated Union representatives and shall maintain the list in a current state.

14.10. Professional Leave:

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days (48 hours) of professional leave. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year. Professional leave is intended to be used for occasional paid days off without reducing an Employee's accrued vacation. Use of professional leave must be approved by an individual's supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

14.11 Rest Period

Management has the discretion to send employees home and/or provide for late starts in response to specific events and circumstances, to avoid fatigue and ensure employee safety. The employee shall be paid for any early dismissal or late start hours provided by the employer, that fall within their regular or emergency scheduled shift at the employee's regular rate of pay. Secondary standby may be reassigned, if necessary, with no reduction in standby pay. Nothing prevents employees from requesting to flex their schedule or use their own paid leave. Upon mutual agreement, Union and Management may open negotiations during the contract period to further discuss rest period.

ARTICLE 15 - DISCIPLINE

15.1. Cause/Immediate Discharge:

The employer may discipline or discharge an employee for just cause. Depending on the severity of the charge, the employer may discharge an employee immediately for just cause.

15.2. Written Notice:

Except as provided for in Section 1, above, no employee shall be discharged for unsatisfactory work performance unless the employee has received a written notice setting forth their deficiencies in performance. An employee will be given an opportunity to sign such notices before they are added to their personnel file. A copy of the signed notice shall be given to the employee and nothing may be added to the notice once it has been signed. Written warnings of unsatisfactory work performance may remain in an employee's file no more than one (1) year, provided no additional warning notices of unsatisfactory work performance have been added to the employee's file. Letters of reprimand may remain in an employee's file for up to one year and shall be removed at the employee's request if no similar events have occurred.

15.3. Authorized Disciplinary Actions:

The City agrees with the principles of progressive discipline. Authorized Actions – Employees are subject to disciplinary actions which may include, but are not limited to, the following:

1. Oral reprimand. If an employee is not meeting standards of behavior or performance, the supervisor or manager may meet with the employee to discuss the matter. The employee should be informed of the nature of the problem and the action necessary to correct it. The oral reprimand should be documented in writing and maintained in the employee's personnel file in the Human Resources Department. The documentation shall be removed from the personnel file one year after the date of the oral reprimand.
2. Written reprimand. A written reprimand is a reprimand that is documented and placed in the employee's central personnel file.
3. Suspension without pay. An employee suspended from City service forfeits all pay during the period of the suspension. However, the employee remains entitled to all benefits and the employee's seniority date remains unchanged. A suspension without pay shall not exceed thirty calendar days. Suspensions imposed upon FLSA-exempt employees should be in one-week increments.
4. Demotion. A disciplinary demotion is a change to a position in a different classification with less responsible duties, lower qualifications, and a lower rate of pay, if applicable.
5. Termination.

15.4 Temporary Removal from Standby.

Management has the authority to temporarily remove Employees from standby due to documented performance issues that relate to the standby duty body of work, until such performance has been corrected. Temporary removal from standby can occur in conjunction with another other disciplinary action or can be a stand-alone disciplinary action. The action will go through the Loudermill process. If the disciplinary action is related to standby, the employee can request to Human Resources to have the Loudermill notice and actual disciplinary memos removed from their personal file at least one year later, provided no further disciplinary action has occurred for the same or similar reason during that time period. Conditions for removal of the memos will be verified by department management and the Human Resources Director or designee.

ARTICLE 16 - SAVINGS CLAUSE

16.1.

Should any Section of this Agreement or any addendums thereto be 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 remainder of this Agreement and addendums shall not be affected thereby.

ARTICLE 17 - ENTIRE AGREEMENT

17.1.

The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

ARTICLE 18 – TERM OF AGREEMENT

18.1.

This Agreement including its Appendix shall be effective January 1, 2022 and shall remain in effect through December 31,2024.

DATED 6/3/2022

DATED 6/1/2022

CITY OF REDMOND

**THE WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES, LOCAL
21-RD (AFSCME)**

DocuSigned by:
Angela Birney
F678C3A6CA90451...

Angela Birney, Mayor

DocuSigned by:
Scott Anderson
8F2EC6DFB8CA442...

Scott Anderson, AFSCME President

DATED 6/3/2022

DocuSigned by:
Joseph Downes
D9AC17D06010493...

Joe Downes, AFSCME Business Rep

ATTEST
DocuSigned by:
Cheryl Xanthos
E03FC4A7F815471...

Cheryl Xanthos, City Clerk

APPENDIX A - WAGES

This Appendix is supplemental to the Agreement by and between the City of Redmond (“City”), and the Washington State Council of County and City Employees (“Union”).

A.1. 2022 SALARY:

Effective retroactive to January 1, 2022, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2021 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue.

Market Adjustment: Effective January 1, 2022, classification pay ranges will be increased at the percentage identified for those positions that are under market. Market adjustment will be applied prior to COLA adjustment. No increase to employee pay will occur for market range adjustments.

A.2. 2023 SALARY:

Effective January 1, 2023, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2022 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and 6% maximum.

A.3. 2024 SALARY:

Effective January 1, 2024, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the June 2023 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue with a 2% minimum and 5% maximum.

A.4. Merit Pay Increases:

Employees are eligible for merit pay increases on their pay anniversary date. Merit pay is based on the individual employee’s job performance. A performance appraisal is required to support a merit pay increase. During the performance appraisal, the employee will be evaluated on a four-point scale utilizing the City’s Employee Performance Appraisal Form. Point splitting is not permitted. That is, the supervisor may not issue scores such as, for example, a 2 ½ or a 2.8. Instead, for each performance criterion, the supervisor must give the employee one of the following scores:

- 1 – Does not meet standards;
- 2 – Meets standards;
- 3 – Exceeds standards; or
- 4 – Distinguished

After all performance criteria have been scored, the scores are totaled and then divided by the total number of performance criteria to determine the average overall score. The average overall score will be used to determine the employee’s merit pay increase as set forth below:

Average Overall Score	Amount of Increase
1.0 - 1.99	No increase
2.0 - 2.59	2% increase
2.6 - 3.19	3% increase
3.2 - 3.69	4% increase
3.7 - 4.00	5% increase

Merit pay increases will be retroactive to the employee's pay anniversary date.

In the event the employee's current base rate of pay is lower than the top of the pay range, any merit pay increase will be added to the employee's base rate of pay. If the employee's merit pay increase is larger than the difference between the employee's current base rate of pay and the top of the pay range, the employee's base rate of pay will be increased to the top of the pay range and the balance of the merit pay award will be issued by the City as a lump sum. Finally, if the employee's current base rate of pay is already at the top of the pay range, the amount of the merit pay award will be issued by the City as a lump sum payment.

In the event an employee receives an average overall score between 1.0 – 1.99 and, therefore, receives no merit pay increase, the employee's supervisor is required to develop a written performance improvement plan in consultation with the Human Resources Department. Thereafter, the supervisor shall provide the written plan to the employee, and, after the employee signs, the supervisor shall forward a copy of the signed performance improvement plan to the Human Resources Department.

A.5. Retroactivity:

Retroactive compensation for the period before the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification or (b) have retired in good standing.

A.6. 2022 Regular Pay Plan

2022 PAY PLAN "A" - AFSCME								
Ordinance No. xxxx								
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)								
Effective January 1, 2022								
Grade	FLSA	Position Title	MONTHLY			ANNUALLY		
			Min	Mid	Max	Min	Mid	Max
A5	NE	Maintenance Aide	\$4,002	\$4,602	\$5,201	\$48,024	\$55,224	\$62,412
A9A	NE	Meter Reader	\$4,692	\$5,396	\$6,099	\$56,304	\$64,752	\$73,188
A8/11	NE	Maintenance Technician	\$4,874	\$6,094	\$7,312	\$58,488	\$73,128	\$87,744
A10	NE	Small Equipment Auto Service Worker	\$5,223	\$6,007	\$6,791	\$62,676	\$72,084	\$81,492
A17	NE	Inventory Control Specialist	\$5,325	\$6,125	\$6,924	\$63,900	\$73,500	\$83,088
A18	NE	Water Quality Cross Connection Spec	\$5,908	\$6,795	\$7,681	\$70,896	\$81,540	\$92,172
A19	NE	HVAC Technician	\$5,943	\$6,835	\$7,726	\$71,316	\$82,020	\$92,712
A13	NE	Utility Systems Technician	\$6,103	\$7,018	\$7,933	\$73,236	\$84,216	\$95,196
A20	NE	Water Quality Analyst	\$6,147	\$7,069	\$7,991	\$73,764	\$84,828	\$95,892
A21	NE	Traffic Signal Technician	\$6,160	\$7,085	\$8,010	\$73,920	\$85,020	\$96,120
A16	E	Source Control Administrator	\$6,208	\$7,139	\$8,069	\$74,496	\$85,668	\$96,828
A14	NE	Lead Maintenance Worker	\$6,224	\$7,313	\$8,402	\$74,688	\$87,756	\$100,824
A12	NE	Mechanic	\$6,244	\$7,182	\$8,118	\$74,928	\$86,184	\$97,416
A22	NE	Fleet Operations Lead	\$6,491	\$7,464	\$8,438	\$77,892	\$89,568	\$101,256
A15	NE	Lead Traffic Signal Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868
A15	NE	ITS Network Technician	\$6,531	\$7,510	\$8,489	\$78,372	\$90,120	\$101,868

A.7. 2022 Supplemental Pay Plan

2022 PAY PLAN "AF-S" – AFSCME - SUPPLEMENTAL					
Ordinance No. xxxx					
Washington State Council of County and City Employees - Local 21-RD Bargaining Unit (AFSCME)					
Effective January 1, 2022					
HOURLY					
Grade	FLSA	Position Title	Min	Mid	Max
SA5	NE	Maintenance Aide	\$18.47	\$23.09	\$27.71
SA9A	NE	Meter Reader	\$21.66	\$27.07	\$32.48
SA8/11	NE	Maintenance Technician	\$22.50	\$28.12	\$33.74
SA10	NE	Small Equipment Auto Service Worker	\$24.11	\$30.14	\$36.16
SA17	NE	Inventory Control Specialist	\$24.58	\$30.73	\$36.87
SA18	NE	Water Quality Cross Connection Spec	\$27.27	\$34.09	\$40.90
SA19	NE	HVAC Technician	\$27.43	\$34.29	\$41.14
SA13	NE	Utility Systems Technician	\$28.17	\$35.21	\$42.25
SA20	NE	Water Quality Analyst	\$28.37	\$35.47	\$42.56
SA21	NE	Traffic Signal Technician	\$28.43	\$35.54	\$42.65
SA16	E	Source Control Administrator	\$28.65	\$35.82	\$42.98
SA14	NE	Lead Maintenance Worker	\$28.73	\$35.91	\$43.09
SA12	NE	Mechanic	\$28.82	\$36.03	\$43.23
SA22	NE	Fleet Ops Lead	\$29.96	\$37.45	\$44.94
SA15	NE	Lead Traffic Signal Technician	\$30.14	\$37.68	\$45.21
SA15	NE	ITS Network Technician	\$30.14	\$37.68	\$45.21

APPENDIX B - BOOT ALLOWANCE

The City, through the Finance Department, provides an allowance for safety footwear. Appendix B provides additional benefit to AFSCME employees in relation to a boot allowance as follows:

- Footwear allowance will increase from \$200 to \$300.
- The footwear allowance will be provided on an annual basis.
- In the event that footwear becomes damaged or worn beyond reasonable use in less than a year, supervisors may authorize the purchase of replacement boots prior to the one-year threshold of use.

The remaining provisions of the related Finance documents will not be changed by this agreement.