

A G R E E M E N T

**by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE ASSOCIATION
(Representing the Police Support Bargaining Unit)**

January 1, 2019 through December 31, 2021

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**A G R E E M E N T
BY AND BETWEEN
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE ASSOCIATION
(Representing the Police Support Bargaining Unit)**

January 1, 2019 through December 31, 2021

THIS AGREEMENT effective January 1, 2019, is entered into by and between the CITY OF REDMOND, Washington, hereinafter referred to as the "Employer," and the REDMOND POLICE ASSOCIATION, hereinafter referred to as the "Association," representing the Police Support Bargaining Unit.

ARTICLE 1. DEFINITIONS

- 1.1** "Employer" shall mean the City of Redmond, Washington.
- 1.2** "Association" shall mean the Redmond Police Association.
- 1.3** "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement. The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.
- 1.4** "Bargaining Unit" shall mean all employees in the Redmond Police Department described in Article 2, Section 2.1.
- 1.5** "Emergency" shall mean an unforeseen combination of circumstances requiring immediate action.
- 1.6** "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.

ARTICLE 2. RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1** **Recognition** - The Employer shall recognize the Association as the sole collective bargaining agent for all regular full-time and regular part-time non-commissioned employees employed by the City of Redmond in its police department, excluding the Chief of Police, uniformed personnel within the meaning of RCW 41.56.030(7), confidential employees and supervisors.
- 2.2** **Payroll Deduction** - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Association membership dues payable by him to the Association during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Association on a monthly basis.
- 2.3** **Revocation** - Employee may revoke Employee's authorization for Payroll deduction to the Association by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll after the request is received by Human Resources.
- 2.4** **Indemnification/Hold Harmless** - The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service charges equivalent to the regular Association initiation fee and monthly dues, other than actions brought by the Association to enforce this Article. The Association shall refund to the Employer any amounts paid to it in error on account of an Employee authorization for payment of dues or service charges equivalent to the regular Association initiation fee and monthly dues upon presentation of proper evidence.
- 2.5** **Supplemental Employees** - Employer shall limit the use of supplemental employees as provided in the Personnel Manual, with the following additional parameters for the job classifications covered by this bargaining unit:
- 251** Supplemental employees shall not be in the bargaining unit, but the bargaining unit shall have the right to question the continued supplemental status (as defined by Personnel Manual) of the employee.
- 252** If the time limitations provided for in Personnel Manual for the use of supplemental employees are exceeded, the employee shall remain as a supplemental employee, provided that the bargaining unit shall have the right to give the Employer notice of the violation, and the Employer shall then have thirty (30) days to resolve the situation either by terminating the supplemental employee or initiating a Civil Service process to fill the position.

- 253** If the supplemental employee is hired as a regular employee through Civil Service with no break in service, the probation period provided in Section 11.2 for that employee will be reduced by fifty percent (50%) of the time that employee continuously worked in the position as a supplemental employee, provided that the probation period shall not be reduced to less than three (3) months.
- 254** No supplemental employees shall be employed in a classification while former employees in the bargaining unit who are qualified and available for work remain in layoff status within that classification.
- 255** The Employer shall provide regular reports to the President of the Association on the use of supplemental employees within the bargaining unit.

ARTICLE 3, ASSOCIATION RIGHTS

3.1 **Association Officials Time Off** - An Association official who is an employee in the bargaining unit (Association Steward and/or a member of the Negotiating Committee) may, at the discretion of the Chief or his designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:

They notify the Employer at least forty-eight (48) hours prior to the time off; unless such notice is not reasonably possible;

The Employer is able to properly Staff the employees job duties during the time off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Association Official not taken time off.

The Employer shall endeavor to allow a minimum of two (2) members of the Association's negotiation committee to attend negotiation sessions on on-duty time. Such members shall be designated by the Association at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that manning on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiation session is held.) The Chief's approval pursuant to this Section shall not be unreasonably withheld.

3.2 **Association Investigative and Visitation Privileges** - The President of the Association or other official representative may with the permission of the department head or his designee visit the work location of employees covered by this Agreement at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit his activities during such investigations to matters relating to this Agreement.

3.3 **Bulletin Boards** - The Employer shall provide suitable space for a bulletin board to be used by the Association.

3.4 **Labor Management Committee** - There shall be a Labor Management Committee comprised of members/representatives of the association and management representatives. Non-committee members may attend committee meetings. The committee shall meet at least quarterly to discuss issues of continuing importance to the Association and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Association

representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their shift supervisor.

ARTICLE 4. HOURS OF WORK, OVERTIME, CALLBACK, COMPENSATORY TIME, AND STAND-BY

4.1 **Workweek** - Except as otherwise provided for in this Article, the workweek for all members of the bargaining unit shall be forty (40) hours.

4.1.1 **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.

Upon agreement by either party, this Subsection may be reopened at any time to negotiate implementation of a schedule for Dispatch other than that contained in this Subsection.

4.1.2 **Workday - Police Support Services Specialists, Property/Evidence Technician, Crime Analyst, Administrative Assistant, Police Program Coordinator, and Legal Advocate** - The workday for Police Support Services Specialists, Property/Evidence Technician, Crime Analyst, Administrative Assistant, Police

Program Coordinator, and Legal Advocate shall consist of eight (8) hours within nine (9) consecutive hours to a maximum of forty (40) hours per week, or ten (10) hours within eleven (11) consecutive hours to a maximum of forty (40) hours per week. These hours may be scheduled by the Employer between 7:00 a.m. and 8:00 p.m. Except in emergency situations (or when agreed to by the employee and their supervisor), an employee shall receive at least fifteen (15) days advance notice of schedule changes.

A workday for Police Support Services Specialists, Property/Evidence Technician and Crime Analyst, Administrative Assistant, Police Program Coordinator, and Legal Advocate shall include a one (1) hour meal period (which may be reduced to a minimum of one-half (1/2) hour by agreement between the employee and Employer) and two fifteen (15) minute rest periods. Subject to prior approval, and within the sole discretion of the supervisor, rest and meal periods may be combined.

Upon agreement by either party, this subsection may be reopened at any time to negotiate implementation of a schedule for Administrative Assistant or Police Support Services different from that contained in this Subsection.

413 **Flextime** - Flextime schedules varying from the hours described herein will be allowed as mutually agreed by the employee and the Employer. Such adjustments will be on a straight time, hour-for-hour basis within the same work week without regard to the provisions of Section 4.2 Overtime.

414 **FLSA Exempt Employees** - Employees in positions determined to be exempt from overtime under the federal Fair Labor Standards Act (FLSA) shall work schedules set by the Employer in light of the nature of the work. Starting and ending times are approximate, reflective of the flexibility inherent in the FLSA exempt status. Absences of up to four (4) hours shall not be recorded or charged to a leave bank. Absences of four (4) hours or more shall be charged to the appropriate leave bank as eight (8) hours. Exempt employees shall be expected to work forty (40) hours per week as provided for in Section 4.1.

415 The afore-referenced schedules shall apply except for regular scheduled shift changes or bona fide emergencies declared by the Mayor or Chief of Police which could not otherwise be anticipated and which might require deviating from the schedule.

4.2 **Overtime** - Overtime shall be that time (a) a full-time non-exempt employee works in excess of the regularly scheduled workday or workweek, or in any event, hours in excess of forty (40) hours in any workweek, or (b) a regular part-time non-exempt employee works in excess of eight (8) hours in any one day or in excess of forty (40) hours in any workweek. The workweek shall be defined as the seven (7) day period from Monday through Sunday. When computing overtime, authorized paid leave shall be treated as time worked. Overtime shall be paid at one-and-one-half (1-1/2) times the regular rate of pay.

- 421** All overtime shall be authorized in writing in advance by the employee's supervisor, or within twenty-four (24) hours after the work has been performed, or such longer time as is reasonable under the circumstances, in order to qualify as paid or compensatory time. Overtime shall be compensated by compensatory leave or by overtime pay in accordance with Section 4.6, et seq.
- 422** All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 423** To avoid fatigue and ensure employee safety, an employee shall not work in excess of fourteen (14) consecutive hours. Employees shall have at least nine (9) hours off in between work shifts (regular or overtime). In emergency circumstances, these rules do not apply.
- 4.3** **Administrative Leave (Exempt Employees)** - FLSA exempt employees are granted forty-eight (48) hours of administrative leave each calendar year in recognition of hours worked beyond the standard workweek. Administrative leave is prorated for exempt part-time employees and for employees who start mid-year. Exempt employees who work no hours outside the standard workweek are not granted administrative leave. Section 6.26 of the Personnel Manual shall govern the use of Administrative Leave by exempt bargaining unit employees.
- 4.4** **Callback** - Employees called back to service after completing a duty shift, while on their day off, to attend a court hearing, to attend a mandatory department meeting, or more than three (3) hours before the start of their regular shift, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in Article 4.
- 441** Employees who make Court or other subpoenaed appearances while off duty shall be required, except for bona fide emergencies, to perform solely that specific assignment.
- 442** Employees called back while on vacation or leave of absence shall be reimbursed reasonable transportation costs required to return to duty, provided the employee is more than one hundred (100) miles away from his home. Provided, however that payment need not be made if the employee schedules vacation after notice is given to the employee or if the employee can reasonably reschedule the vacation or the required appearance date. The employee shall consult with the supervisor as soon as the conflict is known.
- 4.5** **Training** - All training requests shall be approved or denied by the Training Division. The City will not pay any expenses for an employee who chooses to attend a training that was denied by the Training Division.

- 4.6 **Compensatory Time** - Compensatory time may be accrued by an employee in lieu of pay for court-time, callbacks, holidays or overtime up to a maximum of ninety (90) hours.
- 461 The Chief of Police shall have the discretion of permitting additional compensatory leave in lieu of overtime pay in accordance with budget allowances and restrictions; provided however, all compensatory time accrued in excess of ninety (90) hours in any calendar year shall be paid on the last payday of November of each year.
- 462 Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Once annual vacation bidding is completed, requests for compensatory time off will be approved or denied within fifteen (15) days of receipt. (This does not prevent a request from being made or granted with less than fifteen days' notice.) Compensatory leave will be approved only when the employee has sufficient earned leave to cover the request. Compensatory leave will be granted on a first-come, first-served basis. In the event two compensatory leave requests are submitted simultaneously, the employee with greater seniority will be given preference.
- 463 No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.
- 464 When an employee covers for another employee who has taken compensatory leave, such time shall be compensated as paid time only, not compensatory time.
- 4.7 **Work out of Class** - An employee who is assigned to work in a higher classification shall be paid at a rate of ten percent (10%) over the employee's regular rate or at the minimum rate of the higher classification, whichever is greater, for each full hour worked in the higher classification. Under no circumstance shall the out of class rate of pay exceed the maximum rate of the higher classification.
- 4.8 **Standby Duty** - An off duty employee who is required to keep the Employer informed of his whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby Duty.
- 481 The Employer shall not require employees to be on Standby Duty without compensation except in the case of bona fide emergencies declared by the Mayor or Chief of Police. Employees shall endeavor, on an entirely voluntary basis, to keep the Employer informed of their whereabouts and/or their availability.
- 482 Standby Duty shall be authorized only by the Chief of Police or his designee. When Standby Duty is ordered, which either (a) requires the employee to carry a pager or

cellular phone and to respond to a call-out within forty five (45) minutes, or (b) qualifies the employee for standby pay pursuant to the FLSA regulations contained in 29 CFR 551.431 or applicable Washington State laws, such Standby Duty shall be paid for at a rate of twenty percent (20%) of the employee's regular basic hourly rate of pay, provided that an employee assigned to First Call shall not be deemed to be on Standby Duty.

4.9 **First Call** - Any Employee assigned as First Call for Public Information Officer (PIO) shall be compensated at the rate of one (1) hour overtime for each week day (Monday-Thursday 5:00 PM to 7:00 AM). When assigned First Call on a weekend, two (2) hours overtime for each weekend day (including extended three (3) and four (4) day holiday weekends and for each weekday on which a holiday occurs, as defined in 7.1.2). When assigned First Call on a Saturday/Sunday, the employee shall be compensated two (2) hours overtime for each of these days. First Call assignment for the weekend begins on Friday at 5:00 PM, the employee is not compensated for time on Friday before the weekend.

4.10 **Bilingual Employees & Translation Services** - Bilingual employees may seek approval from the Chief of Police to receive premium pay for providing language services. Approval for such pay is granted by submitting a memo through the chain of command describing the employee's qualifications to speak that language. The Department currently recognizes Spanish, Mandarin Chinese, and Russian as constituting the primary language needs of the community. Other languages may be considered by the Chief (or designee) for premium pay after discussion and agreement through the Labor Management process.

Premium Pay for bilingual employees and translation services, after approval by the Chief (or designee), shall be set at a rate of \$50 per month.

4.11 **Daylight Savings Time** - Employees who work a longer shift when the clocks are moved back one hour to Standard time in the fall will be paid for the time in excess of the employee's normal work day at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings time in the spring will have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one hour of paid time off (e.g. vacation, compensatory time, etc., but not sick) at the employee's discretion. If the employee chooses to work an additional hour the employee, with supervisory approval, can choose to work the hour at the beginning or the end of the shift.

4.12 **Essential Personnel** – Positions identified as essential personnel include: Lead Communications Dispatcher, Communications Dispatcher, Lead Police Support Services Specialist, Police Support Services Specialist, and Police Program Coordinator (Public Engagement Coordinator).

ARTICLE 5. SENIORITY AND PERSONNEL REDUCTION

5.1 **Definitions Relating to Seniority** - As used in this Agreement the following terms shall have the meanings indicated:

- a. "Bargaining Unit Seniority" means the length of an employee's most recent Continuous Employment within the Police Support bargaining unit (the "Bargaining Unit") measured from his/her first compensated day of employment in the Bargaining Unit.
- b. "Seniority in Classification" means the length of an employee's most recent Continuous Employment in a classification in the Bargaining Unit (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Bargaining Unit. Seniority in the Classification of Support Services Specialists, and Lead Support Services Specialists who previously worked in the Communications Division means the length of the employee's most recent Continuous Employment in the Bargaining Unit measured from the first date of employment in the Communications Division.
- c. "Continuous Employment" means a continuous period of employment in the Bargaining Unit that is unbroken by resignation, discharge or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Subsection 5.5 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Subsection 5.5.1 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- d. "Order" means the order of Bargaining Unit Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
 1. The Order of Bargaining Unit Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the exam for the position held by each employee, respectively. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be established for all purposes.

2 The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Bargaining Unit Seniority.

e "Department" means the City of Redmond Police Department.

5.2 **Seniority List** - The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Bargaining Unit Seniority and Seniority in Classification. These lists, appropriately updated to reflect any new hires, promotions, terminations or other changes, shall be used whenever action based upon seniority is called for by this Agreement, and in such other cases as may be agreed by the Employer and the Association.

5.3 **Leaves** - During the period an employee is on a leave of absence, layoff status, or military leave longer than thirty (30) consecutive days, seniority shall not accrue except as required by any applicable statutory or regulatory provisions, including RCW 38.40.060 and RCW 73.16.031 - .061 and any amendments thereto. Upon returning to work after such layoff or leave, an employee shall be granted the level of seniority accrued as of the last day prior to such leave or layoff.

5.4 **Vacation Scheduling** - Effective for the 2017 vacation bid and thereafter, vacation scheduling for each year shall be administered for the period of February through January in accordance with Bargaining Unit Seniority by Division during the December sign-up period. Thereafter, vacations for that Vacation Scheduling Year shall be administered on a "first come, first served" basis. Once approved, vacation hours may not be changed to compensatory time. After the December sign up period, compensatory time shall be treated as leave for scheduling purpose as outlined in Article 4.6.2.

5.4.1 Requests for vacation leave shall be approved or denied within fifteen (15) days after the close of the December sign-up period. Thereafter, all other requests for vacation leave shall be approved or denied within fifteen (15) days of receipt.

5.4.1.1 Normally one (1) Dispatcher per twenty-four (24) hour day (i.e. day, swing and graveyard shifts together) will be granted vacation leave, except for holidays recognized under Article 7. At least one (1) Dispatcher may be allowed off on vacation on holidays when all the shifts on that holiday are otherwise fully staffed without the use of overtime.

5.4.1.2 The employer will not revoke approval and/or cancel a dispatch employee's

vacation time except in the event of a change that prevents the dispatch center from being reasonably staffed through the use of overtime. If employer revokes approval or cancels vacation time due to such a change, it shall within a reasonable time thereafter inform the employee and the Union of the nature of the change.

5.4.1.3 If more than one (1) dispatcher requests time off in the same twenty-four (24) hour period, and the total overtime required to cover the leave requests in that twenty-four (24) hour period does not exceed ten (10) hours, the additional time off request(s) will be granted.

5.4.1.4 Nothing in this Section 5.4 shall preclude the employer from exercising greater flexibility when scheduling vacation.

5.5 **Personnel Reduction Process** - In the event of a personnel reduction, for whatever reason, the Employer and Association agree to follow the process and procedure contained in this Article. Employees shall be laid-off in inverse Order of Seniority in Classification. Except as otherwise provided in this Section, an employee above the classification of Communications Dispatcher or Police Support Services Specialist shall bump back to the next lower classification as defined below, if any, previously held by that employee in which such employee's Seniority in Classification is greater than the Seniority in Classification of all other employees who would otherwise be in such lower classification after implementation of the personnel reduction. Lateral entry personnel in the classifications of Lead Communications Dispatcher, or Lead Police Support Services Specialist who have not held a lower classification in the Department shall bump back to the lowest applicable classification if their Bargaining Unit Seniority is greater than all other employees who would otherwise hold the lower classification after implementation of the personnel reduction. The process and procedure contained in this Article shall apply to bargaining unit members and, in addition, the non-bargaining unit, non-commissioned members of the Department of a higher classification shall bump back into the last lower classification held by that individual which is included in the bargaining unit on the same basis as provided in this Article, notwithstanding the fact that the lower classification is included in the bargaining unit. Communications and records personnel shall only be entitled to bump into positions within their divisions, respectively. The order of communications classifications within the Department, from lowest to highest, shall be Communications Dispatcher, and Lead Communications Dispatcher. The order of records classifications within the Department, from the lowest to the highest, shall be Police Support Services Specialist, and Lead Police Support Services Specialist. Employees holding the Property/Evidence Technician, Crime Analyst, Legal Advocate, Police Program Coordinator (Volunteer Program Coordinator), Police Program Coordinator (Public Engagement Coordinator), and Police Program Coordinator (Crime Prevention Coordinator) classifications shall not be entitled to

bump into another classification. The steps for a personnel reduction shall be as follows:

Step 1 Designation by Employer - The Employer will designate the number of employees in each classification to be laid-off by notice to the Association (the "Designation Notice") and by posting in the Department, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than ninety (90) days from the date of the Designation Notice.

Step 2 Volunteers - For a period of thirty (30) days after the Designation Notice employees in the classifications affected by the personnel reduction shall have the opportunity to voluntarily accept layoff, or bump to a reduction to a lower classification as provided herein, as of the Effective Date, without regard to their seniority rights. Volunteers shall be accepted on a first-come, first-served basis. The number of volunteers shall be limited by the number of employees in each classification subject to the personnel reduction as specified in the Designation Notice.

Step 3 Implementation - Within forty (40) days after the Designation Notice the Employer shall deliver to the Association, and post, a notice (the "Personnel Reduction Notice") which shall list (a) the layoffs and reductions in classification which will result upon implementation of the personnel reduction and the voluntary layoffs and reductions in classification; (b) the Order of all employees affected by the layoffs and reductions in classification; and, (c) the Order of all employees not affected by the layoffs and reductions in classification.

Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide written notice to the Employer and Association within ten (10) days after posting of the notice. The notice shall describe the basis of the employee's position, and the employee's interpretation of the proper application of this Agreement, including the identity of employees who would be affected by the different interpretation. The Employer and the Association will review the issues with all employees who would be affected.

If the Employer and the Association cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator, which the parties agree to select, provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render his/her decision

based on the interpretation and application of the provisions of this Agreement within thirty (30) days after his/her selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator.

For all issues related to the application and interpretation of this Section 5.5 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 11. The agreement by the Association, and/or ruling by the arbitrator pursuant to this Section shall be binding on all employees, provided that any employee who was not designated for layoff by the Personnel Reduction Notice, but who becomes subject to layoff as a result of an agreement by the Association or the arbitrator's ruling, shall not be laid-off until Employer has provided the employee with at least thirty (30) days written notice of layoff.

Step 4 Amendment of Reduction - At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the Association, provided, however, the reduction shall not affect the time periods specified in this Article which shall continue to be measured from the Designation Notice. The Employer shall have the right to delay the Effective Date of the personnel reduction for up to sixty (60) days after the date specified in the Designation Notice.

5.5.1 Re-Employment and Promotion Rights - Employees bumped back to a lower classification shall be eligible to promote to vacancies in the previously held higher classification, or any lower classification within the appropriate division, by Order of Seniority in Classification in that higher classification. Specifically:

- Employees above the classifications of **Police Support Services Specialist** and **Communications Dispatcher** who volunteer to be laid-off pursuant to Step 2 above shall be eligible to fill vacancies in that previously held classification, or any lower classification, by Order of Seniority in Classification in that classification, during the Re-Employment Eligibility Period as defined below.
- **Police Support Services Specialists**, and **Lead Police Support Services Specialists** laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Record Specialist vacancies, by Order of Bargaining Unit Seniority, during the Re-Employment Eligibility Period.
- **Communications Dispatchers**, and **Lead Communications Dispatchers** laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be

eligible to fill Communications Dispatcher vacancies, by Order of Bargaining Unit Seniority, during the Re-Employment Eligibility Period.

In all cases, the eligible employee with the highest Seniority in Classification shall be entitled to the opening, provided that such eligible employee must be a "Qualified Employee", which for the purposes of this Section shall be defined as an individual who (a) meets the then current employment standards, and (b) if the Re-Employment Offer is more than twenty-four (24) months after the Effective Date. Any employee re-employed or promoted pursuant to this Section who was on probation as of the Effective Date shall complete the probation period upon re-employment or promotion, without any credit for the period between the Effective Date and the first date of re-employment or promotion pursuant to this Section.

"Re-Employment Eligibility Period" shall mean the two (2) year period which commences on the Effective Date. Employees offered re-employment pursuant to this Section more than twenty-four (24) months after the Effective Date shall be required to satisfactorily complete appropriate retraining. Employees who fail to satisfactorily complete the retraining shall be subject to termination. The employee and Association shall have the right to grieve whether the retraining was satisfactorily completed, but shall not have the right to grieve whether the retraining or employment standards are appropriate.

When the Employer desires to fill a position for which an individual is entitled to re-employment if the individual is a Qualified Employee, or promotion, pursuant to this Section, the Employer shall send an offer of re-employment (subject to a subsequent determination that the employee is a Qualified Employee) or promotion, as the case may be, (the "Re-Employment Offer") via certified mail, return receipt requested, to the eligible employee at his/her last known address. If the employee fails to respond within fifteen (15) days after mailing of the offer, or rejects the offer, the employee shall have no further right to re-employment or promotion pursuant to this Section, provided that a former employee who was laid off or who voluntarily accepted layoff from a classification above Communications Dispatcher or Police Support Services Specialist, shall have the right to be offered re-employment at such higher classification, or any applicable lower classification, if he/she is a Qualified Employee and has the highest Order of Seniority in Classification in that classification of all eligible employees, although such employee has previously failed to respond to, or rejected an offer of re-employment as a Communications Dispatcher or Police Support Services Specialist, respectively.

For the purposes of this Article, a former employee's last known address shall be the address appearing on the Employer's records, and may be changed by the former employee only by providing the Employer with notice of a new address by certified mail, return receipt requested.

ARTICLE 6. WAGES

- 6.1** **Incorporation of Appendix A** - 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.

ARTICLE 7. HOLIDAYS

- 7.1** **Recognized Holidays** - The following days shall be considered holidays for all employees covered by this Agreement:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Floater

- 7.1.1** **Dispatchers and Lead Dispatchers** - All Dispatchers and Lead Dispatchers are entitled to twelve (12) holidays per year as stated in Section 7.1 above. These employees shall be paid for the number of hours in the employee's required workday at their regular rate of pay for the actual holiday date (as opposed to the date recognized by the City). Additionally, if a Dispatcher or Lead Dispatcher is required to work on the actual holiday (any of the 24 hours of the holiday), the employee shall be compensated at the holiday rate of two times the employee's regular rate of pay for all hours worked.

In the event a dispatch employee makes a request to be relieved from work on a holiday, the Employer shall approve or deny the request within fifteen (15) days of receipt.

- 7.1.2** **Employees Other than Dispatchers and Lead Dispatchers** - All employees other than Dispatchers and Lead Dispatchers are entitled to twelve (12) holidays per year as stated in Section 7.1 above. These employees shall be paid for eight (8) hours at their regular rate of pay for the date the City recognizes as the holiday (as opposed to the actual holiday date). To the extent the City mandates a work schedule other than an eight (8) hour work schedule, the employees shall be paid at their regular rate for the number of hours the employees are required to work in the workday for the date the City recognizes as the holiday (as opposed to the actual holiday date). Additionally, if the employee is required, at the Employer's discretion, to work on the actual holiday, the employee shall be compensated at the holiday rate of two times the employee's regular rate of pay for all hours worked.

ARTICLE 8. LEAVES

81 **Vacation Leave** - Each full-time employee shall earn vacation leave time each month according to length of service, with the total vacation accrual to be as noted in the following schedule:

Years of Employment	Monthly Accrual Rate (hours)
1 st and 2 nd Year	8
3 rd Year	8.6666
4 th Year	9.3333
5 th Year	10.6666
7 th Year	11.3333
9 th Year	12
11 th Year	12.6666
13 th Year	13.3333
15 th Year	14
17 th Year	14.6666
20 th Year	15.3333
23 rd Year	16

81.1 After six (6) months continuous service, an employee's vacation credits earned shall be vested as of the end of each full month of service and shall be taken in accordance with standard personnel practices in force with the Employer. Employees whose employment is terminated for any reason shall receive pay for any vacation time earned through their last full month of employment but not taken.

82 **Sick Leave** - Employees shall accumulate and use Washington Paid Sick Leave (WASL) and Regular Sick Leave (RSL) in accordance with the City’s 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 and an opportunity to bargain to the union prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

82.1 **Retirement Bonus** - Employees shall be entitled to convert twenty-five percent (25%) of accrued but unused sick leave to cash upon retirement or death.

83 **Bereavement Leave** - Upon the death, or serious illness with an impending death, of a member of the employee's immediate family, the employee shall be entitled to up to forty (40) hours, to be used in full day increments, of Bereavement Leave without loss of compensation for the employee's regularly scheduled shifts not worked during such leave. The forty (40) hours Bereavement Leave shall be used within a 14 day period from the date of death, or the onset of impending death.

- 831 "Immediate family" shall be defined as spouse, Domestic Partner, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, step parent, stepchild, foster-child, legal ward, child of a Domestic Partner; or mother or father of a Domestic Partner.
- 832 Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from accrued leave.
- 84 **Unpaid Leave of Absence** - Unpaid leaves of absences, including unpaid sabbaticals, shall be governed by the Personnel Manual. Leave of absence without pay may be granted to an employee for a period of not to exceed one (1) year by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the Employer providing adequate provision can be made for replacement of the employee during his absence. Unpaid leaves of absence shall modify an employee's seniority as provided for in Section 5.3 of this Agreement.
- 85 **Pregnancy and Parenting Leave** - Employees shall be entitled to leave for pregnancy disability and to care for a newborn in accordance with the City's Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to pregnancy and parenting leave, the City shall provide notice and an opportunity to bargain to the Association prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.
- 86 **Family Sick Leave** - The Employer shall comply with all federal and state laws addressing the use of leave for the care of family members. Paid leave shall be used concurrent with FMLA/FLA leave.
- 87 **Shared Leave Program Adopted** - The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below.
- 87.1 **Purpose** - The Shared Leave Program enables regular full-time employees to donate vacation, floating holiday leave, and compensatory time, to fellow regular employees of the City who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The

Employer's decisions in implementing and administering the shared leave program shall be reasonable.

872 **Definitions** - The following definitions shall apply to this provision.

- a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, step child, child of Domestic Partner, grandchild, grandparent, step parent, or parent.
- b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- c. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

873 **Donation Restrictions (Shared Leave)** - The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate vacation leave available in their leave bank, provided the donation does not cause the employee's vacation leave balance to fall below forty (40) hours.
- b. Compensatory leave may be donated, with no restrictions.
- c. The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

874 **Eligibility** - Employees may be eligible to receive shared leave under the following conditions:

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.

- c. The employee has complied with department policies regarding the use of sick leave.
- d. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

875 **Recipient Responsibilities**

- a. Donated leave shall be used only by the recipient for the purposes specified in this policy.
- b. All other forms of available paid leave shall be used prior to applying to the Shared Leave Program, provided that the employee may reserve up to forty (40) hours of sick leave and forty (40) hours of vacation leave.

876 **Return of Shared Leave** - Shared leave not used by the recipient shall be returned to the donor(s). Returned leave shall be:

- a. Divided among the donors on a pro-rated basis, computed on the original donated value;
- b. Returned at its original donor value; and
- c. Reinstated to each contributor's annual vacation leave balance.

877 **Calculation of Shared Leave** - The receiving employee shall be paid at his or her regular rate of pay: therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

878 Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

88 **Military Leave** - Military leave shall be administered pursuant to appropriate laws. For purposes of vacation scheduling, military leave shall not be considered when determining minimum staffing.

ARTICLE 9, INSURANCE BENEFITS

91 **Health Insurance** - During the term of this Agreement, all medical, dental and vision coverage shall be provided through self-insurance by the Employer in substantially the form adopted by the Employee Benefits Committee and approved by the City Council on May 26, 1992 (the “Self-Insurance Plan”). The employer shall pay 100% of the self-insurance premium for employees and 80% of the self-insurance premium for dependents. Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. Self-insurance premium contributions for part-time employees shall continue to be pro-rated based on the City’s contribution to full-time employee and dependent premiums.

Employees electing to be covered by Kaiser Permanente shall pay the cost of such coverage that exceeds the amount paid by the Employer under the Self- Insurance Plan for the employee and dependents. Employee self-insurance premiums shall be paid through payroll deduction and the Employer will establish and maintain a qualified section 125 plan that allows for pretax payment of self- insurance premiums required by this section.

It is the City’s goal to have active participation on the Committee by each bargaining unit and the non-represented employees. The Association will appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). Without limiting EBAC’s original purpose, EBAC will research increasing healthcare 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 Employer and the Employees. EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes will only become applicable to the Association represented employees upon ratification by the Association.

92 **Reserved**

93 **Liability Insurance** - The Employer agrees to carry liability insurance covering Bargaining Unit employee’s liability arising from performance of their duties with coverage and policy limits consistent with those applying to other City of Redmond employees. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union’s agreement, based on the available insurance and the Employer’s assessment of appropriate levels of coverage.

94 **Disability Benefits** - Regular full-time employees who are disabled and unable to return to work on account of illness or injury for a continuous period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of

continuous absence from work, disability benefits in the following amounts, less Workers' Compensation Benefits and any amounts paid to the employee from or on behalf of the City, received during the corresponding pay periods, based on length of continuous City employment prior to the last day of work:

One (1) year of employment:	40% of salary
Two (2) years of employment:	50% of salary
Three (3) years of employment:	60% of salary

An employee shall not be eligible for the disability benefits as provided in this Section if the employee has previously received such benefits within the five (5) years immediately prior to the last day of work prior to the disability.

95 **Life Insurance** - The Employer shall provide group term life insurance and Accidental Death and Dismemberment (AD&D) insurance in the amount of Fifty Thousand Dollars (\$50,000) per employee.

ARTICLE 10, UNIFORMS

101 **Uniform and Equipment** - The Employer shall provide each Program Coordinator, and Property Evidence Technician with the following authorized uniforms and equipment. Changes to uniform and equipment items may be made by mutual agreement of the parties through the labor/management process.

Property Evidence Technician Uniform

- 1 Jacket
- 2 Approved Pants
- 3 Approved Shirts
- 1 Belt
- 1 Approved Footwear (pair)

102 **Clothing** - The Employer shall provide each Police Program Coordinator with the following authorized clothing.

- 1 Jacket
- 2 Polo Shirts with City Logo

103 **Loss and Destruction** - Employees shall be held accountable for all clothing and equipment assigned to the employee by the employer. Loss or destruction of items of clothing or equipment shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or equipment assigned to an employee, which are lost or mutilated, as a direct result of the employee's negligence shall be replaced by the employee.

104 **Property of the Employer** - All uniforms, clothing and equipment issued by the Employer to each employee shall remain the property of the Employer.

ARTICLE 11. MISCELLANEOUS

- 11.1** **Training** - When any employee is required to attend training courses, unless otherwise paid for, the entire costs shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law, the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee shall not be required, to the extent possible, to attend such schools under a "pay out of your own pocket and be reimbursed" arrangement.
- 11.1.1** Any employee attending required training on the individual's normal scheduled days off shall be compensated at the overtime rate or receive compensatory time off as provided for in this Agreement. Upon fifteen (15) days prior notice, or by mutual agreement, an employee's weekly work schedule may be adjusted by the Employer in the same week to minimize the payment of overtime. Travel time to training shall be compensated according to the provisions of the federal Fair Labor Standards Act (FLSA).
- 11.2** **Probation Period** - All newly hired employees or former employees who have been rehired shall be subject to a probation period which is considered an integral part of the selection process. During the probation period an employee is required to demonstrate suitability for the position by actual performance of the work. The employee may be terminated at any time during the probation period without cause. The probation period shall be one (1) year for Communications Dispatchers, and Lead Communications Dispatchers, and six (6) months for all other members of the Bargaining Unit, except as modified by Section 2.5.3.
- 11.3** **Performance of Duty** - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working attire, ready to perform their assigned duties and that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.
- 11.4** **Part-Time Employee Benefits** - The benefits for regular part-time employees in the bargaining unit shall be adjusted from the benefits provided for full-time employees elsewhere in this Agreement as provided in the Personnel Manual as hereafter amended or revised.
- 11.5** **Civil Service, Discipline, and Discharge**
- 11.5.1** **Conflicts between Agreement and Civil Service Rules and Regulations** - Any

conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

- a. to the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and
- b. to the extent the labor agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Association otherwise retain their statutory rights to bargain changes in Civil Service Rules and Regulations (i.e., changes initiated after the effective date of this Agreement) for employees in the bargaining unit. Upon receiving notice of such proposed change(s) from the Civil Service Commission, either party may submit a written request to the Mayor (within sixty (60) calendar days after receipt of such notice) and the result of such bargaining shall be made a part of this Agreement.

1152 **Demotion, Suspension, and Discharge** - All demotion, suspension or discharge actions of a non-probationary nature shall be taken only for just cause, and shall be subject to review solely through the grievance procedure contained in this Agreement, provided that, if the Association elects to not submit a demand for arbitration pursuant to Section 12.5 of the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review the action by the Civil Service Commission, as provided in the Civil Service Rules and Regulations, which shall then apply the substantive and procedural rights as provided in the Civil Service Rules and Regulations. The parties further agree that all decisions relating to the accommodation of a disability are excluded from civil service review provided that such decisions shall be subject to the grievance procedure of this Agreement to the extent such decision is governed by this Agreement.

1153 **Application of Civil Service** - The parties acknowledge that prior to June 1, 1996 neither party to this Agreement or the employees covered by this Agreement acted in accordance with the rights and responsibilities of the parties and employees as specified in the City of Redmond Civil Service Ordinance and Civil Service Rules and Regulations ("Civil Service"). Pursuant to the authority contained in RCW 41.56 the parties agree pursuant to this Agreement that effective June 1, 1996 the employees in the bargaining unit shall be subject to Civil Service except as otherwise specifically provided herein. The City, RPA and the employees hereby waive any past failure prior to June 1, 1996 to comply with Civil Service and agree to take no action against the other parties hereto based on such failure to comply, including, but not limited to dismissing an employee on the basis that they were not hired in a manner consistent with Civil Service, challenging promotions on the basis that they were not made in conformance with Civil Service procedures, or

challenging any discipline, discharge or other employee action by the City on any basis related to Civil Service.

- 1154** **Change of Law Relating to Civil Service** - The Association and the Employer acknowledge that the mandatory application of Civil Service to employees of this bargaining unit is an unsettled issue. If (a) the holding of Teamsters v. Moses Lake, 70 Wn. App. 404, 1993, is overruled by the Washington State Supreme Court, or (b) statutory amendments are adopted which exclude the employees of this bargaining unit from coverage of the state Civil Service statute, the parties agree that the employees and all bargaining unit positions shall immediately cease to be governed by any Civil Service laws and regulations of the state or the Employer, and that the following provisions of this Agreement shall immediately be terminated and be of no further force and effects: the last sentence of Section 8.4; and Section 11.5.
- 116** **Removal of Warning Letters** - Warning letters (which shall not include written reprimands) shall not remain in the employee's personnel file for longer than twelve (12) months; provided however, if repeated offenses or deficiencies occur during the period, all such notices may remain in the file until twelve (12) months has elapsed without further offenses or deficiencies.
- 117** **Non-Discrimination** - The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, honorably discharged veteran or military status, Association membership, or the presence of any sensory, mental or physical disability.

ARTICLE 12. GRIEVANCE PROCEDURE

- 12.1** **Grievance Definition** - A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 12.2** **Step 1** - An employee and/or the Association, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Association should reasonably have known of the existence of the grievance, may bring said grievance to the attention of the Chief in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.
- 12.3** **Step 2** - The Chief or his designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Association shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment. Upon failure of the Mayor to satisfactorily resolve the alleged grievance within the following fourteen (14) calendar day period, the Association may then be permitted the right to submit a written demand for arbitration to the Employer within twenty-eight (28) calendar days.
- 12.4** **Mediation** - If the grievance is not settled satisfactorily by the Mayor, the Association and the Employer may mutually agree to submit the grievance to mediation. Within fourteen (14) calendar 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 no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Section 12.5 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.
- 12.5** **Arbitration** - The Employer and the Association shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the demand for arbitration, the Association and/or Employer may request a list of the seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. After receipt of same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who

shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

- 12.6** **Extensions** - In the event one of the parties is unable to meet the time deadlines set forth above, the other party shall grant an extension for good cause shown.
- 12.7** **Association Assistance** - Nothing herein shall prevent an employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the grievance procedure.
- 12.8** **Expenses and Attorney's Fees** - The expenses of the arbitrator, the cost of any hearing room and the cost of shorthand reporter, unless such are paid by the State of Washington, shall be borne by the losing party. The arbitrator shall designate the losing party in the arbitration decision. Each party shall be completely responsible for bearing all costs or preparing and presenting its own case, including compensating its own attorneys and witnesses. This agreed allocation of costs is intended to supersede any statutory provision assessing attorneys' fees against a party so long as the City does not appeal an arbitration decision. If the City appeals an arbitration decision, this section shall be null and void as to the grievance giving rise to the arbitration decision from the date the grievance was originally filed, and this section shall not supersede any statutory provision assessing attorneys' fees against the City.
- 12.9** **Association Business** - Association business conducted by a representative of the Association and aggrieved employee under this Section may be performed during duty hours, with the consent of the Chief of Police or designee.

ARTICLE 13. SCOPE OF AGREEMENT

- 131 **General** - This Agreement and the Memorandum of Understanding of even date herewith contain all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department, in accordance with its responsibilities and the powers and authority, which the City possesses, are exclusively that of the Employer unless expressly limited by this Agreement.
- 132 **Personnel Manual** - The City of Redmond Personnel Manual authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order, is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. The Association shall retain its rights under state law to bargain any changes in the personnel manual which concern or impact mandatory subjects of bargaining.
- 133 **Opportunity to Bargain** - The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Association each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon.

ARTICLE 14. LEGALITY

- 14.1 **Severability** - Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
- 14.2 **Merger** - If, during the term of this Agreement, the Employer elects to consolidate dispatch with other agencies, by merger, contract or otherwise, this Agreement will be reopened to negotiate the impact, including proposals concerning continued employment of Dispatchers.


ARTICLE 15, DURATION

15.1 This Agreement shall be effective January 1, 2019, and shall remain in full force and effect through December 31, 2021.

CITY OF REDMOND

REDMOND POLICE ASSOCIATION

By: 
John Marchione, Mayor

By: 
Tom Parsons, President

Date: 12/17/2018

Date: 12-14-18

ATTEST:


Michelle Hart, City Clerk

Date: 12/17/2018

APPENDIX "A"
SALARIES AND WAGES

A1 **2019 Salaries** - Effective January 1, 2019, the monthly salaries for employees covered by this Agreement shall be based on the following pay plan table. This represents an approximate 1.02% increase to age the pay ranges, a one-time competitive market adjustment averaging 3.5% to the pay ranges, and a 3.6% adjustment to the 2018 pay rates, based on one hundred percent (100%) of the June 2018 Consumer Price Index-W (CPI-W), with a two percent (2.0%) minimum and a five percent (5%) maximum. Communications Dispatcher and Lead Communications Dispatcher will receive an additional one-time two percent (2%) added to the base pay rates.

2019 PAY PLAN PS* - POLICE SUPPORT								
Ordinance No. ____								
Redmond Police Association - Representing the Police Support								
Bargaining Unit								
Effective Jan. 1, 2019								
			<u>Monthly</u>			<u>Annually</u>		
Grade	FLSA	Position Title	Min	Mid	Max	Min	Mid	Max
C113	NE	Crime Analyst	\$5,615	\$6,458	\$7,300	\$67,383	\$77,490	\$87,598
C116	NE	Police Program Coordinator	\$4,459	\$5,659	\$6,859	\$53,506	\$67,910	\$82,314
C13	NE	Communications Dispatcher	\$4,766	\$5,481	\$6,196	\$57,186	\$65,770	\$74,354
C15	NE	Lead Communications Dispatcher	\$4,839	\$5,875	\$6,911	\$58,063	\$70,500	\$82,937
C14	NE	Lead Police Support Services Specialist	\$4,662	\$5,360	\$6,059	\$55,940	\$64,325	\$72,710
C15	NE	Legal Advocate	\$4,393	\$5,335	\$6,277	\$52,720	\$64,021	\$75,321
C19	NE	Property Evidence Technician	\$4,403	\$5,062	\$5,722	\$52,832	\$60,746	\$68,661

Grade	FLSA	Position Title	Monthly			Annually		
			Min	Mid	Max	Min	Mid	Max
C11	NE	Police Support Services Specialist	\$4,111	\$4,728	\$5,345	\$49,334	\$56,740	\$64,145
C20	NE	Police Support Administrative Assistant	\$4,066	\$4,676	\$5,286	\$48,791	\$56,114	\$63,437
C21	NE	Police Support Administrative Specialist	\$4,322	\$4,971	\$5,620	\$51,869	\$59,657	\$67,445

*All pay rates include the 1.25% accreditation pay, recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

- A2** **2020 Salaries** - Effective on January 1, 2020, the monthly salary ranges for each position in the bargaining unit, and the individual rates of pay for employees in those positions shall be increased by one hundred percent (100%) of the June 2019 Consumer Price Index-W (CPI-W), with a two percent (2%) minimum and a five percent (5.0%) maximum.
- A3** **2021 Salaries** - Effective January 1, 2021, the monthly salary ranges for each position in the bargaining unit, and the individual rates of pay for employees in those positions shall be increased by one hundred percent (100%) of the June 2020 Consumer Price Index-W (CPI-W), with a two percent (2%) minimum and a five percent (5%) maximum.
- A4** **Crime Prevention Officer and Public Information Officer (PIO)** - All of the duties that have been performed by the Crime Prevention Officer and all of the duties performed by the Public Information Officer (PIO) may be assigned either to this bargaining unit or to a civilian position covered by the Police Support Bargaining Unit.
- A5** **Advancement/Administration of Compensation** - Employee compensation shall be administered pursuant to the established merit pay system, including the Guidelines for Compensation Study Implementation attached as Exhibit B and the Merit Matrix Guidelines attached as Exhibit C.
- A6** **Effective Dates of Pay Increases** - All increases in rates of pay shall become effective on the first of the following pay period.

A7 **Promotional Pay Raises** - An employee who is promoted receives a pay increase on the effective date of the promotion. Normally, the increase is a minimum of six percent (6%) or to the minimum of the new pay range, whichever is greater. The employee's pay anniversary date is adjusted to the date of promotion.

A8 An employee assigned the duties of training another employee in this bargaining unit, either in a new position or needing remedial training, shall be referred to as a Training Officer (T.O.). T.O.s shall receive ¼ hour of overtime pay for every 2 hours worked as a T.O. The hours worked as a T.O. will be credited per shift.

A9 **Service Award** – Service Awards will be paid annually to regular full-time Employees on the first pay period in December, as follows:

<u>Completed Years Continuous Service</u>	<u>Service Award Paid Annually</u>
6 1/2 years	\$500/year
10 years	\$750/year
15 years	\$1,000/year
20 years	\$1,500/year
25 years	\$2,000/year

A10 **Retroactive Pay** - The parties agree that any retroactive compensation due upon execution of an agreement will be paid on the next regular payday which is more than forty-five (45) days from the date of execution of the agreement. Further, the parties agree that 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, (b) have retired, or (c) leave employment as a result of disability.

A11 **Compensation Study Implementation** - When market data is used to make adjustments to salary ranges, individual employee pay will be adjusted in accordance with the following rules:

1. When the base pay of individual employees is found to be below the bottom of the new salary range, the individual's pay will be raised to the bottom of the new range and performance incentive rules will apply.
2. When the base pay of an individual employee is found to be above the top of the new salary range, the individual's pay will be frozen until such time as their base pay is within the assigned salary range for their position. Employees who are at the top of their range, or beyond the top of their range, will continue to be eligible for performance incentives, in instances where performance incentives are applicable.

When the base pay of an individual employee is within the new salary range, no adjustment will be made to an individual's pay. Performance incentive rules will

apply when applicable.

A.12 **Merit Matrix Guidelines** – The parties agree to the following merit matrix language effective on January 1, 2019:

Merit Pay - 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:

<u>Average overall score</u>	<u>Amount of increase</u>
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 – 4.0	5% increase

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

Supervisors shall provide a six (6) month performance evaluation check-in with employees to advise them where they fall generally in terms of their performance score and to provide information to the employee on how they may improve their overall performance.

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, provide the written plan to the employee, and forward a copy to the Human Resources Department.

APPENDIX "B"
BILL OF RIGHTS

- B.1** An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against him/her and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interrogation of the employee and should include names of complaining witnesses (unless the witness is a confidential informant or otherwise requests anonymity) and other information which shall reasonably inform the employee of the allegations against him/her.
- B.2** Interrogations of said Police Department employees shall be at a reasonable hour; preference for such time of interrogations shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interrogation.
- B.3** All interrogations shall be held at the Redmond Police Station facility except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or association representative prior to commencement of the interrogation. The employee's attorney and/or the Association representative may be present during the interrogation, but said attorney shall not be permitted to participate in the interrogation. Nothing herein shall in any way restrict the rights of the attorney and/or the Association representative to consult with the employee during the process of the interrogation.
- B.4** The interrogation shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interrogation and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods.
- B.5** The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.
- B.6** At the employee's request, and at no cost to the Employer, the interrogation

shall be recorded on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours (not counting Saturday or Sunday) prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file (excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely).

B.7 An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

B.8 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Redmond Police Department.

B.9 **Policy.** The City and the Guild recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. It is the goal of this policy to eliminate or absolve illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions in the circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drugs.

While the City wishes to assist employees with alcohol or chemical dependency problems, safety is the City's first priority. Therefore, employees shall not report for work or continue working if they are under the influence of, or impaired by, the prohibited substances listed in Sections 5 and 6 of this article or impaired by any other drug or substance of any nature. Employees participating in treatment programs are expected to observe all job performance standards and work rules.

B.10 **Informing Employees About Drug and Alcohol Testing.** All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City solely for coming forward and admitting a problem. The City shall not be prevented from disciplining an employee for other legitimate reasons just because the employee has voluntarily asked for assistance with a drug or alcohol problem.

The City encourages employees to seek treatment for drug and alcohol abuse voluntarily. To encourage employees to do so, the City makes available the Employee Assistance Program (EAP).

Any decision to voluntarily seek help through the Employee Assistance Program, or privately, will not in and of itself interfere with an employee's continued employment or eligibility for promotional opportunities. Information regarding an employee's participation in the Employee Assistance Program will be maintained in confidence.

B.11 **Employee Testing.** Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

Reasonable suspicion for the purposes of this article is defined as follows: The City's determination that reasonable suspicion exists shall be based on specific, articulated observations concerning the appearance, behavior, speech or body odors of an employee.

B.12 **Sample Collection and Testing.** The collection and testing of urine and blood samples shall be performed at a US HealthWorks clinic. In the event that collection and testing at a City approved facility is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

Employees have the right, upon making a request promptly after being informed of the request for a sample, to a reasonable opportunity for Association and/or legal representation to be present during the submission of the sample, provided that the Association or legal representative must be

available at the testing facility within one-half hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

B.13 **Drug Testing.** The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (“SAMHSA”) Mandatory Guidelines for Federal Workplace Drug Testing Programs (“SAMHSA Standards”).

Drug test results gathered under this Appendix will not be used in a criminal investigation or prosecution.

B.14 **Alcohol Testing.** A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by at a City approved facility or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee’s files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee’s files.

B.15 **Laboratory Results.** The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by at a City approved facility once any Medical Review Physician has finished review and analysis of the laboratory’s test. Unless

otherwise required by law, the City will keep the results confidential and shall not release them to the general public. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

B.16 **Testing Program Costs.** The City shall pay for all costs incurred for drug and alcohol testing required by the City hereunder, as well as the expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee's schedule to avoid an overtime obligation.

B.17 **Duty Assignment After Treatment.** If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under Section 2 of this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to his/her drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.18 **Right of Appeal.** The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other City action.

B.19 **Psychological Evaluations**

B.19.1 Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

B.19.2 The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in a Medical Release mutually agreed upon by the Employer and Employee.

B.19.3 If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining

professional with documents which were utilized by the Employer's examining professional.

B.19.4 The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

B.19.5 Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

B.20 **Personnel Records**

B.20.1 The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

B.20.2 Each employee's personnel files shall be open for review by the employee, provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.

B.21 **Contents.** A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.