

**2019 - 2021**

**AGREEMENT**

**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**  
(Representing the Fire Support Bargaining Unit)

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**By and Between**

**CITY OF REDMOND**

**and**

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.  
(Representing the Fire Support Bargaining Unit)**

**PREAMBLE**

**THIS AGREEMENT** is entered into by and between the CITY OF REDMOND (hereinafter referred to as the Employer) and Local #2829, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, representing the Fire Support bargaining unit (hereinafter referred to as the Union).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, the employees in the bargaining unit, and the Union, and to establish standards of wages, hours and other conditions of employment for the bargaining unit.

**ARTICLE 1. RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the following regular part and full-time non-uniformed positions within the Redmond Fire Department (the “Department”), hereinafter referred to as the Bargaining Unit: all non-uniformed employees of the City of Redmond Fire Department, excluding supervisors, confidential employees and all other City employees. The uniformed positions within the Department, including the Fire Chief and Deputy Chief, shall be excluded from the Bargaining Unit.

**ARTICLE 2. MANAGEMENT RIGHTS**

**Section 2.1 – Enumeration.** The Union recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in all respects in accordance with its lawful authority. The powers and authority which the Employer has not expressly abridged, delegated or modified by this Agreement are retained by the Employer.

Management rights as described above shall include the following:

- A. Directing employees,
- B. Recruiting, hiring, promoting, transferring, assigning and retaining employees,

- C. Suspending, demoting, discharging or taking other legitimate disciplinary actions against employees,
- D. Relieving employees from duty because of lack of work or funds, or other legitimate reasons,
- E. Maintaining the efficiency of the operations entrusted to the Employer,
- F. Controlling the Department budget,
- G. Determining the methods, means, location and personnel by which operations are to be conducted, and,
- H. Taking whatever actions are necessary in emergencies to assure the proper functioning of the Department.

Provided that the exercise of management rights shall not conflict with City of Redmond Civil Service Ordinances, Civil Service Rules or Regulations or State Law, unless such ordinances, rules, regulations or State law do not apply as provided in Article 30.

**Section 2.2 – Job Duties.** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by employees.

### **ARTICLE 3. UNION MEMBERSHIP AND DUES**

**Section 3.1 – Dues Deduction.** The Employer agrees to deduct, once each month, dues in an amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of the deductions each month to the Treasurer of the Union.

**Section 3.2 – Revocation.** Employee may revoke Employee’s authorization for deduction of dues. To do so, Employee must submit a written notice to the Union, and the Union will forward the notice to Human Resources. Every effort will be made to end the deduction effective on the first pay period after the request is received by Human Resources.

**Section 3.3 – Indemnification/Hold Harmless.** The Union shall indemnify, defend and hold harmless the City against any claims made and any suit instituted against the City based on or relating to an Employee authorization for payment of dues or service changes equivalent to the regular Union initiation fee and monthly dues, provided the City is not negligent in its application of this Article. The Union agrees to refund to the City any amounts paid to it in error in the Administration of this Article upon presentation of proper evidence.

**Section 3.4 – New Hire Orientation.** In accordance with RCW 41.56.037, the Union shall be afforded 30 minutes of the newly-hired employee’s regular working time for purposes of presenting information about Union membership and bargaining representation.

## **ARTICLE 4. NON-DISCRIMINATION**

**Section 4.1 – Union Membership Status.** There shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee for his lawful activity or inactivity on behalf of, or membership status in the Union.

**Section 4.2 – Unlawful Discrimination.** The parties to this Agreement agree not to unlawfully discriminate against any employee because of race, color, creed, sex, national origin, pregnancy, age (over 40), marital status, sexual orientation, disability, veteran's status, or any other status protected by federal, state, or local law.

**Section 4.3 – Gender.** Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

**Section 4.4 – Election of Remedies.** An employee or the Union claiming discrimination under Sections 4.1 or 4.2 shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seeks other administrative or legal remedies for the discrimination. This is providing that jurisdiction is not refused when seeking remedies outside of the grievance procedure.

## **ARTICLE 5. UNION BUSINESS**

**Section 5.1 – Union Official Time Off.** With prior approval of their immediate supervisor, representatives of the Union shall be allowed to arrange for qualified work replacements for the purpose of administering the business of the Union. The Employer shall not be responsible for compensating any such replacement. The City and Union recognize a shared interest in resolving issues which arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the employer, Union representatives shall be allowed to meet with employer representatives on paid time to perform such duties. Both the employer and Union will use reasonable judgment in the application of this section. With prior notice to the appropriate supervisor or his/her designee, Bargaining Unit employees shall be allowed to perform normal Union business in a manner and in areas of the Department that does not interfere with the operations of the Department during breaks.

**Section 5.2 – Bulletin Board Space.** The Employer shall provide bulletin board space for the use of the Union in each of the separate Bargaining Unit work areas, which are currently the headquarters office, maintenance shop, and prevention and training division locations, at convenient location, accessible to employees.

**Section 5.3 – Visitation Rights.** Representatives of the Union shall be allowed permission to visit work locations of the employees covered by this Agreement at any reasonable time or location for the purpose of administering this Agreement or investigating possible grievances. Such visitations shall not interfere with the normal operation of the Department, and will be subject to the approval of the appropriate supervisor of their division or his/her designee.

## **ARTICLE 6. RETENTION OF BENEFITS**

The Employer assures the Union that its intention in executing this Agreement is not to cancel privileges heretofore granted to employees solely because such privileges are not specifically identified in this Agreement.

## **ARTICLE 7. SAFETY/LABOR MANAGEMENT COMMITTEE**

**Section 7.1 – Safety Committee.** The Department Safety Committee shall consist of an equal number of Employer and employee representatives. The employee representatives shall be appointed by the Union. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss all matters concerning health and safety. The committee shall have authority to make recommendations to the Union and the Employer. The Chair of the Safety Committee shall alternate between the Employer and Union representatives on an annual basis, or as otherwise agreed.

**Section 7.2 – Labor Management Committee.** There shall be a Labor Management Committee consisting of an equal number of representatives appointed by the Union and the Employer, or such other composition as mutually agreed by the Union and the Employer. The Committee shall meet as appropriate to discuss all matters referring to the labor agreement provided that the Committee shall meet at least quarterly. The Committee shall have the authority to make non-binding recommendations to the Union and Employer. No additional compensation or overtime shall be paid for attendance at the Labor Management Committee meetings.

## **ARTICLE 8. DEFINITION OF SENIORITY**

**Section 8.1 – Definitions.** As used in this Agreement the following terms shall have the meanings indicated:

- A. "Department Seniority" means the length of an employee's Continuous Employment in the Department measured from the date of employment in the Department.
- B. "Continuous Employment" means a continuous period of employment in the Department that is unbroken by resignation, discharge or retirement. Leaves of absence or military leaves shall not break Continuous Employment. Layoffs pursuant to Article 9 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 Section 9.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- C. "Order" means the order of Department Seniority arranged from the longest seniority to the shortest. If more than one employee is hired on the same date, the Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's score on the relevant Civil Service exam. 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.

**Section 8.2 – 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.

**Section 8.3 – Seniority List.** The Employer shall maintain and post, at least annually, a current seniority list reflecting the Order of Department Seniority. These lists, appropriately updated to reflect any new hires, 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 Union.

## **ARTICLE 9. PERSONNEL REDUCTION**

**Section 9.1 – Personnel Reduction Process.** In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. Where job performance, ability and qualifications are substantially equal, length of Continuous Employment shall govern in all layoffs of employees covered by this Agreement, with the newer employee to be the first laid off. Whenever a junior employee is given preference over a senior employee in this connection the latter shall be given, at his/her or the Union's request, a written statement of the reasons therefore, and a copy of the statement shall be forwarded to the employee and Union. The steps for a personnel reduction shall be as follows:

- Step 1**     **Designation by Employer.** The Employer will designate the employee(s) to be laid-off by notice to the Union (the "Designation Notice") and by posting at each location at which there is a Union bulletin board pursuant to Section 5.2, which notice shall specify an effective date for the personnel reduction (the "Effective Date"), which shall not be earlier than thirty (30) calendar days from the date of the Designation Notice.
- Step 2**     **Bumping.** A bargaining unit member who is laid off may bump any less senior employee within the bargaining unit, provided he/she has previously held the position or a position that requires substantially the same requisite skills, knowledge and abilities, and that the individual is able to perform the work of the position with minimal further training. The employee must inform the City within fifteen (15) calendar days of receiving the Designation Notice if they wish to exercise their bumping rights, and the position into which they desire to bump.
- Step 3**     **(OPTIONAL) 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 Union, 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.

**Section 9.2 – Recall to Work.** Employees will be recalled to open bargaining unit positions in reverse order in which they were laid off, provided the employee recalled is competent to perform the available work. Employees on layoff will be eligible for recall for two (2) years from the date of layoff. The City will notify employees subject to recall by mail at the last address shown in the City's records. The employee will have thirty (30) calendar days from the postmark date on the notice in which to inform the City of their intent to accept or reject the recall to work. If the employee fails to respond to the notice or rejects the recall then the employee will be considered to have forfeited their recall rights. 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 10.EMPLOYEE STATUS**

**Section 10.1 – Notice to Union.** The Employer shall submit written notice to the Union, of the name, job title, and effective date of actions affecting Bargaining Unit employees as follows:

- A. Appointment of new employees or appointment of current employees to a new position
- B. Termination

#### **ARTICLE 11.VACANCIES**

**Section 11.1 – Civil Service.** The filling of positions in the Bargaining Unit shall be made in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the Washington State Civil Service Law (RCW 41.08) as they may hereafter be amended.

**Section 11.2 – Transfers.** Transfer and voluntary demotion shall be governed by the Personnel Manual. If more than one qualified individual desires a transfer to a vacant position within their same classification, that the Chief determines will be filled by a transfer, Department Seniority shall be the deciding factor.

#### **ARTICLE 12. SHARED LEAVE PROGRAM**

**Section 12.1 – Purpose.** This Shared Leave Program enables regular employees to donate vacation and floating holiday leave, and compensatory time, to eligible employees, who are faced with taking leave without pay or termination due to extraordinary and severe physical illness. Implementation of the program is subject to the 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.

**Section 12.2 – Donation Restrictions.** The following restrictions shall apply to all shared leave transactions:

- A. Employees may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below forty (40) hours.
- B. The Employer shall determine whether the 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.

**Section 12.3 – 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 section.
- 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.
- C. The employee has complied with department policies regarding the use of sick leave.
- D. The Employer shall require the employee to submit information from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

**Section 12.4 – 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.

**Section 12.5 – Return of Shared Leave.** Shared leave not used by the recipient shall be returned to the donor(s). Shared 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 leave balance.

**Section 12.6 – Calculation of Shared Leave.** The receiving employee shall be paid at his or her regular rate of pay. The calculation of the regular rate of pay for both the receiving employee and the donating employee shall be on a per hour basis. Therefore, depending on the value of the shared leave of the donating employee, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's compensation. The dollar value of the shared leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and maintained separately from all other leave balances.

**Section 12.7 – Voluntary.** Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

### **ARTICLE 13.DISCIPLINE**

**Section 13.1 – Employees Covered.** All employees identified within "Article 1 - Recognition" of this contract shall receive the full benefit and protection of this Article. Probationary employees shall be subject to the limitations contained in Section 13.3 - Process and Procedures.

**Section 13.2 – Scope of Discipline.** Suspension and non-probationary discharge shall be for just cause.

**Section 13.3 – Process and Procedures.** Prior to the imposition of discipline other than oral warnings, an employee shall be provided a copy of the alleged violation charged and informed of his right to meet with the Chief or his designee (provided however, the designee shall be of a higher rank than the officer responsible for discharging the discipline) to discuss the alleged violation, to review documents upon which the Employer depends as proof of the alleged violation, and to have a representative of the Union present during the meeting. The employee shall request this meeting and/or the opportunity to review documents within forty-eight (48) hours of the notice.

This shall not prevent the Employer from suspending the employee from all further duties pending the final decision as to the appropriate discipline or the overturning of said discipline by the appropriate authorities.

At the request of the employee or the Employer all discipline other than oral warnings shall be subject to the Disciplinary Review board procedure as established in the Rules and Regulations.

Documentation of oral warnings shall be maintained in the supervisor's file and will include the date and subject matter (i.e., an explanation of the violations and a clear description of the corrective actions required on the part of the employee). Any documentation made by the supervisor shall be purged from all records after a period of one (1) year.

Prior to termination of a probationary employee the Employer shall allow the Disciplinary Review Board two (2) weeks to review the evidence relating to the proposed action. The Employer shall have the right to suspend the employee, with pay, during the two (2) week period. The Disciplinary Review Board may make a recommendation to the Employer within the two (2) week period regarding the probationary employee's status. The Employer shall retain

the final decision making authority concerning the employee's status, with no right by the employee or Union to appeal through the grievance procedure or Civil Service. The probationary employee may request, in writing, that the Disciplinary Review Board not conduct a review.

**Section 13.4 – Copy of Charges.** The employee shall be entitled, upon his request, to a copy of the alleged violation or charges, if any, and a Union representative present at any meeting held with the employee to discuss potential disciplinary action.

**Section 13.5 – Removal of Notice of Suspension.** An employee may request that the Fire Chief remove a disciplinary suspension that has been in the employee's file for at least seven years. Any such request must be in writing, must attach a copy of the notice of suspension, and must state the grounds upon which removal is requested. The Fire Chief has sole discretion as to whether the employee's request shall be granted. If the Fire Chief denies the employee's request, that decision is not subject to grievance, civil service appeal, suit, review by the Disciplinary Review Board, or any other process which otherwise might be available to either the employee or the Union. If the Fire Chief grants the employee's request, the Fire Chief will notify the Human Resources Director that the disciplinary suspension should be removed from the employee's personnel file.

## **ARTICLE 14. GRIEVANCE PROCEDURES**

**Section 14.1 – Definition of Grievance.** A "grievance" is defined as an alleged violation of the terms of this Agreement.

**Section 14.2 – Aggrieved Party.** The Union has the right, as exclusive bargaining representative, to file grievances on behalf of the individually aggrieved employees as well as to itself file grievances as the aggrieved party when acting on behalf of the bargaining unit collectively. The Union, not an individual bargaining unit member, has exclusive authority to determine whether to file a grievance.

**Section 14.3 – Grievance Procedure.** Grievances shall be handled in the following manner:

**Step 1** The aggrieved employee shall submit in writing to the Union President and/or Vice President all known relevant facts pertaining to the alleged grievance on the Grievance Form. The Union Grievance Committee, upon receiving a thorough and complete Grievance Form submitted by the employee to the Union President and/or Vice President, shall determine if a grievance exists within fourteen (14) calendar days. Based on the Grievance Committee ruling and the pertinent information surrounding the situation the Union Executive Board will decide whether to pursue further action. Within seven (7) calendar days of the Union Executive Board's decision to submit a grievance, the Union shall submit the grievance on the Grievance Form with Step One completed and present it to the employee's immediate supervisor. If any of these timelines mentioned above cannot be met, the Chief or his/her designee shall be notified.

**Step 2** Grievances must be presented by the Union to the affected employee's immediate supervisor no more than thirty (30) calendar days after the date the affected employee becomes aware of the alleged violation. In no event shall a grievance be presented more than ninety (90) days after the occurrence of the alleged violation.

Within seven (7) calendar days of receipt of the grievance, the employee's immediate supervisor and the affected employee and the Union shall meet and discuss the grievance in an effort to resolve it. Within seven (7) calendar days following this meeting, the supervisor shall provide the Union with a written response to the grievance. If the employee's immediate supervisor is a company officer, the immediate supervisor must obtain approval from his/her Battalion Chief and the Deputy Chief prior to providing the Union with the written grievance response.

**Step 3** If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Fire Chief. To advance the grievance the Union must, within fourteen (14) calendar days after receiving the immediate supervisor's Step 2 grievance response, provide the Fire Chief with written notice it is advancing the grievance.

Within fourteen (14) calendar days after receiving the Union's Step 3 notice to the Chief, the Chief (or the Chief's designee) shall meet with the affected employee and the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Chief (or the Chief's designee) shall provide the Union with a written response.

**Step 4** If the Union decides that the grievance was not satisfactorily resolved at Step 3, the Union may advance the grievance to the Mayor. To advance the grievance, the Union must, within fourteen (14) calendar days after receiving the Fire Chief's Step 3 grievance response, provide the Mayor with written notice it is advancing the grievance.

Within fourteen calendar days after receiving the Union's Step 4 notice to the Mayor, the Mayor (or the Mayor's designee) shall meet with the Union to discuss the grievance. The parties shall discuss the merits of the grievance and explore possible resolution. Within fourteen (14) calendar days following this meeting, the Mayor (or the Mayor's designee) shall provide the Union with a written response.

**Step 5** (OPTIONAL): If the grievance is not settled satisfactorily, the Union and Employer may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) days to agree upon a mediator drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will attempt to assure all necessary facts and considerations are revealed to him or her, but will not have authority to compel resolution of the grievance. Further, the parties will not be limited solely to the facts and

considerations they presented at earlier steps in 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 Step 5 of this grievance procedure. In this case, the mediator may not serve as arbitrator, nor may either party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in mediation may be used against it in arbitration.

The cost of the mediator will be borne equally by both parties.

**Step 6** If the Union decides that the grievance was not satisfactorily resolved at Step 4 or optional Step 5, the Union may advance the grievance to arbitration. To do so, the Union must provide written notice to the Fire Chief of its intent to advance the grievance to arbitration. The written notice must be received by the Fire Chief within fourteen (14) calendar days of the Mayor's Step 4 written decision or, if mediation was pursued under Step 5, within fourteen (14) calendar days of the date the Step 5 mediation concludes.

Within ten (10) calendar days of the Union's written notice to the Fire Chief of its intent to advance the grievance to arbitration, a representative of the Union and of the Employer shall meet in an effort to jointly select an arbitrator. If unable to agree on an arbitrator, the parties shall request a list of seven (7) arbitrators from the Public Employment Relations Commission. Within ten (10) calendar days of receipt of the list of arbitrators, the representatives of the Union and of the Employer shall meet and alternatively strike names from the list of seven arbitrators until only one (1) remains.

The arbitrator shall submit, in writing, his or her decision within thirty (30) days following the close of the arbitration hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree to an extension. The arbitrator's decision rendered shall be final and binding on the parties.

The parties will share equally all costs and fees of the arbitrator. Each party shall be responsible for all costs and attorney's fees associated with its own representation.

Extension of the above time limits or waiver of any step may be accomplished through mutual written consent of both parties

**ARTICLE 15. RULES AND REGULATIONS**

**Section 15.1 – General.** The Union agrees that its members shall comply with all Rules and Regulations of the Redmond Fire Department, including those relating to conduct and work performance. The Employer agrees that improper application of the Rules and Regulations affecting working conditions and performance shall be subject to the grievance procedure. Prior to implementing new rules, or changes in rules, the Employer shall discuss the proposed changes with the Union.

**Section 15.2 – Modifications.** Unless otherwise agreed, prior to modifying (a) Department Rules and Regulations or Standard Operating Guidelines (SOG's), (b) Civil Service Rules, or (c) the City of Redmond Personnel Manual, with modifications that affect wages, hours or working conditions of bargaining unit employees: (1) the City shall notify the President of the Union in writing thirty (30) calendar days before any such modification; (2) the City shall meet and confer upon written request of the Union, at a mutually convenient time, and within the thirty (30) calendar day notice period to discuss the proposed changes; (3) each party shall keep minutes of those meetings which shall be maintained as Department records. The Union agrees to provide Employer with a current list of officers.

After the thirty (30) day notice period the modifications not in conflict with this Agreement may be implemented by the City. If any modified Rules and Regulations and/or SOG's which affect wages, hours or working conditions have not been through the above described process, the modifications shall be considered null and void, until the process contained herein is followed. Modifications to the requirements described above can be made through the mutual consent of both parties.

**ARTICLE 16. SALARIES**

**Section 16.1 – 2019 Salary Schedule.** Effective January 1, 2019, all classification will receive a range increase, market adjustment, and COLA @ 100% CPI-W June 2018 = 3.6%, as follows:

<b>Position</b>	<b>Range Increase</b>	<b>Approx Market Adjustment</b>	<b>Total Range Increase*</b>	<b>COLA (What each EE receives)**</b>
<b>Admin Assistant and Admin Specialist</b>	1.02%	3.50%	4.52%	3.60%
<b>Fire Support Program Coordinator</b>	1.02%	3.50%	4.52%	3.60%
<b>Mechanic</b>	11.0%	2.63%	13.63%	3.60%
<b>Apparatus Program Supervisor</b>	9.92%	2.63%	12.54%	3.60%

\*Range movement only; no increase to salaries.

\*\*Each employee will receive a 3.60% salary increase effective 1-1-19.



<b><u>2019 Monthly</u></b>					
<b>Grade</b>	<b>FLSA</b>	<b>Position Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
FS20	NE	Fire Support Administrative Assistant	\$4,066	\$4,676	\$5,286
FS21	NE	Fire Support Administrative Specialist	\$4,322	\$4,964	\$5,620
FS25	NE	Fire Support Program Coordinator	\$5,529	\$6,358	\$7,188
FS30	NE	Fire Mechanic	\$5,778	\$6,644	\$7,511
FS40	NE	Fire Apparatus Program Supervisor	\$6,644	\$7,641	\$8,638

**Section 16.2 – 2020 Salary Adjustment.** 2020 Wage Increase: 100% CPI-W June 2019, with a 2% minimum and 5% maximum.

**Section 16.3 – 2021 Salary Adjustment.** 2021 Wage Increase: 100% CPI-W June 2020, with a 2% minimum and 5% maximum.

**Section 16.4 – Anniversary Dates.** All merit increases in rates of pay shall become effective on the employee’s pay anniversary date as described in the Redmond Personnel Manual.

**Section 16.5 – Service Award.** Service awards will be paid annually to regular full time employees on the first pay period in December, as follows:

<b>Completed Years Continuous Service</b>	<b>Service Award Paid Annually</b>
6 ½ years	\$500/year
10 years	\$750/year
15 years	\$1,000/year
20 years	\$1,500/year
25 years	\$2,000/year

Part time employees will receive a prorated portion of service award based on the employee’s FTE percent.

**Section 16.6 – Tool Reimbursement.** It is mutually understood and agreed that the “standard of the industry” is the practice of mechanics providing their own hand tools and toolboxes and that this standard will be adhered to within the City of Redmond. Nevertheless, to provide for technological updating, general usage, and replacement of personally owned tools, each employee holding the classification of fire mechanic or fire apparatus supervisor with responsibility for providing personal hand tools and toolboxes is entitled to a tool reimbursement for the actual cost of tools and toolboxes purchased for use on the job, including sales tax, of up to Nine Hundred Sixty Dollars (\$960) per calendar year. In the event an employee purchases tools or toolboxes exceeding \$960 in any given calendar year, reimbursement will be made only for \$960. Employees desiring a reimbursement are required to submit an expense reimbursement form (available on the intranet) signed by both the employee and the employee’s supervisor to the City’s Payroll Department prior to end of the calendar year. Once approved, the reimbursement will be included on the employee’s regular paycheck. An employee who fails to submit a receipt will not be reimbursed.

**Section 16.7 – Uniforms and Protective Clothing.** Uniforms and personal protective equipment and clothing will be provided to support personnel as required by SOG Personnel – 018.

**Section 16.8 – Guidelines for 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:

- A. 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.
- B. 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.
- C. 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.

**Section 16.9 – Merit Matrix Guidelines.** 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
- 4 – Distinguished

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

Average overall score	Amount of increase
1.0 – 1.99	No increase
2.0 – 2.59	2% increase
2.6 – 3.19	3% increase
3.2 – 3.69	4% increase
3.7 – 4.0	5% increase

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

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

In the event an employee receives an average overall score between 1.0 – 1.99 and therefore receives no merit pay increase, the employee’s supervisor is required to develop a written performance improvement plan, provide the written plan to the employee, and forward a copy to the Human Resources Department.

**Section 16.10 – Reclassification Process.** Please refer to Personnel Manual.

## **ARTICLE 17.RATE OF PAY**

**Section 17.1 – Out of Class Pay.** An employee assigned temporarily to a higher paying classification shall be paid at a rate five percent (5%) over the employee's regular salary or at the minimum salary of the higher classification whichever is greater, upon assignment to forty (40) consecutive hours or more of work in the classification, said increase being retroactive to the beginning of said temporary assignment. Weekends or other regularly scheduled days off will not disrupt the continuity of hours. The out-of-class salary adjustment will be seven percent (7%) over an employee's regular salary, or the minimum of the higher classification, whichever is greater, when a non-exempt employee works out-of-class in an exempt classification for over forty (40) consecutive hours. In this situation the non-exempt employee does not receive overtime pay for extra hours worked; instead he or she receives four (4) hours of Administrative Leave for each thirty (30) calendar days worked in the exempt out-of-class assignment.

Except as otherwise provided for in this section, this working out of class provision may apply to temporary assignments in writing of up to six (6) months, whether or not a budgeted position or vacancy exists in the higher classification.

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

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

This section shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.

**Section 17.2 – Acting Shop Supervisor Pay.** A fire shop employee who is qualified to act as the fire shop supervisor may be assigned temporarily by the department chief to act as the shop supervisor, assuming the preponderance of the responsibilities of shop supervisor for eight (8) consecutive hours or more. The employee shall be paid at a rate five percent (5%) over the employee's regular salary, or at the minimum salary of the higher classification, whichever is greater, retroactive to the beginning of said temporary assignment. Weekends or other regularly scheduled days off will not disrupt the continuity of hours. Overtime rates while working in the out-of-class assignment shall be calculated at the acting pay rate.

This working out-of-class provision may apply to temporary assignment in writing of up to six (6) months.

Holidays occurring within the period of the temporary assignment shall be considered time worked for the purpose of determining working out-of-class duration and consecutive hours of work in the higher classification. Paid leave used during a working out-of-class assignment of less than thirty (30) days will be paid at the employee's regular salary in their primary position.

Paid leave used during assignments lasting thirty (30) or more calendar days will be paid at the working out-of-class rate.

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

**ARTICLE 18.OVERTIME, CALLBACK AND STANDBY DUTY**

**Section 18.1 – Overtime and Callback.** Effective upon execution of this agreement, non-exempt, full-time employees who are required to work more than eight (8) hours in any one (1) day, or more than forty (40) hours in any one (1) week, shall be compensated for such overtime hours at one and one-half (1 1/2) times the employee's regular hourly rate of pay, except that two (2) times the employee's regular hourly rate shall be compensated for hours worked on the seventh (7th) straight day of work by the employee, provided, that in the case of a different work schedule, authorized overtime shall be that in excess of such work schedule. Work which must be performed on Sunday shall be compensated at two (2) times the employees regular hourly rate. In any given instance, the City will pay employees for overtime worked at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works more than 7 minutes and 30 seconds, the employee will be paid for 15 minutes (rounding up); conversely, if an employee works less than 7 minutes and 30 seconds, the employee will be paid for zero time (rounding down). For the purpose of computing overtime, all authorized holidays, sick leave and vacation leave shall be considered as time worked.

Non-exempt part-time employees who are required to work beyond their normal workday shall be compensated as follows:

If the normal work day is . . .	Then the part-time employee is compensated . . .
Less than eight (8) hours	Straight time pay up to eight (8) hours, then time-and-one-half (1 ½) after eight (8) hours
Eight (8) hours	Time-and-a-half (1 ½) after eight (8) hours
More than eight (8) hours	Time-and-a-half (1 ½) for time worked beyond their normal workday

Compensation for work greater than forty (40) hours in any one (1) workweek, and work on Sunday, will be governed by the preceding paragraph.

**Section 18.2 – Standby Duty.** Employees assigned to standby duty during their time off shall be paid a percentage of their regular straight-time hourly rate for each hour of standby, as follows:

- 2019 = 5%
- 2020 = 5%
- 2021 = 10%

Employees assigned to standby on paid holidays specified in Article 23 Section 23.2 shall be paid a percentage of their regular straight-time hourly rate for each hour of standby; and it is further provided that percentage rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend, as follows:

- 2019 = 7.5%
- 2020 = 7.5%
- 2021 = 20%

All time actually worked by a standby employee and paid at the overtime rate shall not be included as time for which standby pay is earned.

**ARTICLE 19.HOURS OF WORK**

The workweek shall normally be five (5) days, Monday through Friday, or as otherwise agreed between the employer and employee.

**ARTICLE 20.MILITARY LEAVE**

Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031 - .061, or other applicable state or federal law. Further, the City and the Union agree that the “any organized reserve” language in RCW 38.40.060 applies to Disaster Medical Assistance Teams (DMAT)/National Disaster Medical System (NDMS). Thus, any bargaining unit member participating in DMAT/NDMS shall be granted paid military leave in a manner consistent with other service members.

**ARTICLE 21.JURY DUTY LEAVE**

All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid their regular pay. The employee shall turn over to the employer any compensation received for performance of jury duty, not including the travel allowance.

**ARTICLE 22. SICK LEAVE BONUS AND DISABILITY BENEFIT**

**Section 22.1 – Sick Leave Bonus.** Please refer to the Personnel Manual.

**Section 22.2 – Disability Benefit.** Regular employees who are disabled and unable to work on account of illness or injury for a 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 absence from work, disability benefits in the following amounts, less weekly Worker’s Compensation benefits received during the corresponding pay periods, based on length of City employment prior to the last day or work:

One Year of employment	40% of salary
Two years of employment	50% of salary
Three years of employment	60% of salary

**ARTICLE 23.VACATION AND HOLIDAYS**

**Section 23.1 – Vacation.** Each regular full-time employee earns vacation from his/her date of hire at the rates listed below for each full month worked. Monthly rates apply at the start of each year of employment specified in the schedule. Vacation hours are prorated for part-time employees.

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

**Section 23.2 – Holidays.** The following holidays shall be granted with pay to all members of the Bargaining Unit:

- |                  |                                  |
|------------------|----------------------------------|
| New Year's Day   | Veteran's Day                    |
| M.L. King Day    | Thanksgiving Day                 |
| President's Day  | Day after Thanksgiving           |
| Memorial Day     | Christmas Eve Day                |
| Independence Day | Christmas Day                    |
| Labor Day        | One (up to 8 hours) Floating Day |

The above-specified holidays will be observed on the days as established by the State of Washington as legal holidays. Generally, in the event a holiday falls on Saturday or Sunday, the Friday preceding or the Monday following, as the case may be, shall be designated as the holiday; however, the official day of observance shall be the day designated by City Hall.

**Section 23.3 – Scheduling of Vacation.** Vacation scheduling for each calendar year shall be administered by Division in accordance with Bargaining Unit Seniority during the sign-up period of December 1 through December 15. Thereafter, vacations for that year shall be administered on a “first come, first served basis”. All leave requests shall be subject to the approval of the employee’s supervisor.

**Section 23.4 – Unused Vacation.** Employees may accumulate vacation up to the amount allowed by the Redmond Personnel Manual. Upon retirement or termination, all employees shall be compensated at their basic rate of pay for all unused vacation and compensatory time.

## **ARTICLE 24. BEREAVEMENT LEAVE**

**Section 24.1 – Bereavement Leave.** A regular employee shall receive up to four (4) days off with pay, upon approval of the Department Director, in the event of a death or serious illness with impending death in the immediate family of the employee. “Immediate Family” shall be defined as spouse, domestic partner, child, stepchild, mother, father, grandparent, brother, sister, mother-in-law, father-in-law, persons living in the employee’s immediate household, and grandparents of the employee’s spouse. Any leave beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, may be granted in the discretion of the Department Director and shall be deducted from accrued annual vacation leave or compensatory time off, if any, and shall otherwise be without pay. A “domestic partner” means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.

**Section 24.2 – Family Leave.** Family leave shall be granted pursuant to the provisions of the Redmond Personnel Manual, provided that any changes to the manual by the Employer shall maintain family leave, at a minimum, at the amount required by the provisions of any applicable state or federal law, and any amendments thereto, and the parties agree that the grievance procedures contained in this Agreement shall be used to resolve any disputes relating to the proper application of family leave. Paid leave shall be used concurrent with FMLA/FLA leave.

## **ARTICLE 25. LIMITATION ON LEAVES AND LEAVE OF ABSENCE**

**Section 25.1 – Limitation on Cumulative Leaves.** The cumulative time absent from work related to any injury, illness or circumstance (but not including unrelated injuries, illnesses or circumstances) using any combination of paid and unpaid leave may not exceed twenty-six (26) weeks in a twelve (12) month period, unless prior to the end of the twenty-six (26) week period the employer has received satisfactory evidence that the employee will be able to return to work on a regular basis within a reasonable period of time. Such evidence must include, at the city’s option, an opinion from an independent physician. The reasonableness of the period of time for return to work will be determined based on the circumstances at the time, including the position held by the employee, the ability of the employer to accommodate the absence of the employee, and the amount of paid leave accrued by the employee. Provided however, in no event will the cumulative time absent from work exceed the total period of paid and approved unpaid leave.

**Section 25.2 – Leave of Absence.** Leave of absence without pay shall be in accordance with the City of Redmond Civil Service Ordinances, Rules and Regulations, and the City of Redmond Personnel Administration Manual and applicable Federal laws for military service.



## **ARTICLE 26. HEALTH CARE INSURANCE**

Employer shall provide medical, dental and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO).

For each plan year, the Employer shall retain a third party, experienced in setting rates for self funded plans, who shall determine the appropriate and prudent rates for RedMed, to be effective for that year. The third party shall use usual and customary insurance/actuary principles and procedures to establish the rates. The Employer's contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual.

Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. 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.

The Bargaining Unit will participate on the Employee Benefits Advisory Committee (EBAC) in accordance with the Personnel Manual. Recommended changes may become applicable to Bargaining Unit represented employees only upon ratification by the Bargaining Unit.

**Section 26.1 – Life Insurance.** The Employer shall continue to pay one hundred percent (100%) of the premiums necessary to provide all employees with Fifty Thousand Dollars (\$50,000) of term life insurance and Fifty Thousand Dollars (\$50,000) coverage for accidental death and dismemberment.

**Section 26.2 – Liability Insurance.** The Employer agrees to carry liability insurance coverage for Bargaining Unit employees' liability arising from performance of their duties. 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.

## **ARTICLE 27. MUNICIPAL EMPLOYEES BENEFIT TRUST**

All employees shall be eligible to participate in the Redmond Municipal Employees Benefit Trust Fund unless the City is required to participate in the Federal Social Security System.

**ARTICLE 28. TRAINING**

**Section 28.1 – Training Expenses.** When the Employer requires an employee to attend schools, or other training, the entire cost of tuition, books, travel, per diem and lodging shall be the responsibility of the Employer. When possible, payment of authorized expenses shall be made in advance.

**Section 28.2 – Overtime Rate of Pay.** Except as otherwise provided in this Agreement, when the Employer requires an employee to attend schools, training or departmental meetings while off duty and resulting in work in excess of forty (40) hours in a week, such employee shall be compensated at the overtime rate of pay.

**Section 28.3 – Tuition Reimbursement.** Tuition reimbursement shall be governed by the Employee Education Assistance Program as provided in the Redmond Personnel Manual.

**Section 28.4 – EVT Recertification and Continuing Education.** The City will pay for the exam fees and annual continuing education expenses for EVT recertification when an employee’s job requires the EVT certification. Recertification requirements shall be consistent with continuing education requirements of NFPA 1071 Standard for Emergency Technician Professional Qualifications.

**ARTICLE 29. BENEFITS FOR REGULAR PART-TIME EMPLOYEES**

**Section 29.1 – Holidays.** Regular part-time employees are paid for holidays according to the schedule below based on the employee’s work schedule on file with payroll. When a holiday falls during an employee’s scheduled time off, the employee usually takes compensating time off with pay in the same workweek. Exceptions to this policy are approved by the department head and payroll is notified.

<b>Part-Time Hours/Week</b>	<b>Holiday Pro-Ration Schedule</b>
20.0 to 22.4	50%
22.5 to 27.4	62.5%
27.5 to 32.4	75%
32.5 to 37.4	87.5%

(See also Section 23.2 – Holidays)

**Section 29.2 – Vacation.** Regular part-time employees accrue vacation leave benefits according to the following ratios based on the regular full-time employee’s schedule:

<b>Part-Time Hours/Week</b>	<b>Vacation Accrual Ratio</b>
20.0 to 22.4	0.50
22.5 to 27.4	0.625
27.5 to 32.4	0.75
32.5 to 37.4	0.875

Different part-time work schedules are rounded to the nearest level on the schedule above.

(See also Section 23.1 – Vacation)

**Section 29.3 – Sick Leave.** Please refer to the Personnel Manual.

(See also Section 22.1 – Sick Leave)

**Section 29.4 – Health Benefits.** Regular part-time employees have the option to participate in the City’s health benefit plans (for themselves and their dependents) by paying a portion of the premium otherwise payable by the City pursuant to Section 26.1, on a pro-rated basis according to the schedule below for the City’s basic medical plan. In addition to the premium cost sharing below, part-time employees pay (a) the employee portion for dependent coverage as provided in Section 26.1, and (b) any differential between the cost of the basic medical plan and any optional coverage they may choose such as Group Health.

<b>Part-Time Hours/Week</b>	<b>City Premium Contributions</b>	<b>Employee Premium Contributions</b>
20.0 to 22.4	50%	50%
22.5 to 27.4	62.5%	37.5%
27.5 to 32.4	75%	25%
32.5 to 37.4	87.5%	12.5%

**Section 29.5 – Retirement.** Regular part-time employees become members of MEBT and PERS retirement systems.

## **ARTICLE 30. CIVIL SERVICE JURISDICTION**

**Section 30.1 – Remedies.** The provisions of Articles 13 and 14 shall constitute the exclusive remedy for suspension and non-probationary discharge, provided, however, if the Union elects to not appeal beyond Step 3 of the grievance procedures, the employee may appeal any matter subject to Civil Service through the normal Civil Service Appeals process, and provided further, that all other matters delegated to the Redmond Civil Service Commission by State Law or by Ordinance, Resolution or laws of or pertaining to the City of Redmond and such Commission shall be in the exclusive jurisdiction and authority of the Commission.

**Section 30.2 – Civil Service, Discipline and Discharge.** 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, lay-off, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and Union 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 bargain the change 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.

All demotion, suspension or discharge actions of a non-probationary nature (i.e., after the Civil Service probation period as adjusted when applicable) 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 Union elects to not submit a demand for arbitration pursuant to Section 14.3 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. 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 the employees in the bargaining unit shall be subject to Civil Service except as

otherwise specifically provided herein. The City, Union and the employees hereby waive any past failure 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 appointments 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.

### **ARTICLE 31. CONTRACTING FOR SERVICE**

Prior to contracting out and/or assigning work normally performed by union members to non-bargaining unit workers, the Employer will offer bargaining unit members first right of refusal to perform the work on an overtime basis. If any portion of the work is refused by bargaining unit members, the Employer will contract and/or assign the work to non-bargaining unit workers.

### **ARTICLE 32. WORK STOPPAGE**

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

### **ARTICLE 33. SAVINGS CLAUSE**

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.

### **ARTICLE 34. SCOPE OF AGREEMENT**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties as of this date. During the term of this Agreement, amendments and additions may be made by mutual consent.

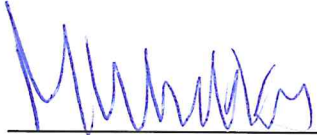
### **ARTICLE 35. DURATION OF AGREEMENT**

The effective date of this Agreement shall be January 1, 2019 and remain in full force and effective through December 31, 2021. If a successor agreement has not been executed before the expiration of this Agreement, the terms hereof shall continue until a new agreement is finalized.

Changes in the terms and provisions of this Agreement may only be accomplished through mutual consent of both parties.

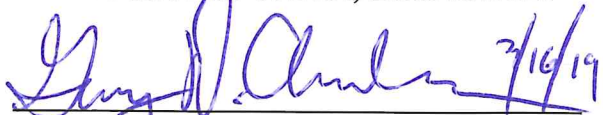
This 6th day of February, 2019.

CITY OF REDMOND



John Marchione, Mayor

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS UNION, LOCAL #2829

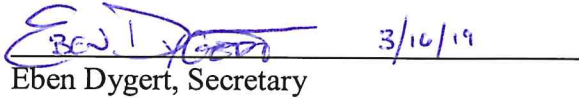


Gary Anderson, President

Attest:



Michelle Hart, City Clerk



Eben Dygert, Secretary