

AGREEMENT
BY AND BETWEEN
THE CITY OF REDMOND
AND
THE REDMOND CITY HALL EMPLOYEES ASSOCIATION

January~~October~~ 1, 2023~~19~~ – December 31, 2025~~22~~

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AGREEMENT

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AND

THE REDMOND CITY HALL EMPLOYEES' ASSOCIATION

~~October-January 1, 2020~~2023~~19~~ – December 31, 2025~~22~~

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

PREAMBLE

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

ARTICLE 1 - BARGAINING UNIT AND MEMBERSHIP

1.1 Description of Bargaining Unit:

Pursuant to and in conformity with the Certification issued by the Public Employment Relations Commission in Case Number 2721-E-80-525, the City recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit (hereinafter referred to as "Employees"): regular full-time and regular part-time clerical, professional and technical employees, but excluding Public Works shop and field laborers and service persons, park maintenance laborers; Police Department; Fire Department; supervisory and management; custodial; guards and confidential employees.

A supervisory employee is an employee having authority to hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge other employees or to adjust their grievances, or to recommend effectively such action. Supervisors are distinguished from lead workers who are members of the Union.

1.2 Limited Duration and Supplemental Employees:

Limited Duration Employees: Limited Duration employees are considered Union members. Limited Duration employees are utilized for specific projects anticipated to

exceed six months but not exceeding two years. Additional information regarding limited duration employment may be found in the revised Personnel Manual. Limited Duration employees are employed at-will and are not entitled to the protections of the layoff procedure described in Article 4.

Supplemental Employees: Supplemental employees are not members of the bargaining unit and are not required to join the Union. Supplemental employees may not exceed 1,040 hours in any calendar year. Additional information regarding supplemental employment may be found in the ~~revised~~ Personnel Manual. In the event the Human Resources Department becomes aware of a supplemental employee exceeding the 1,040 hour limit during any calendar year, it shall provide notice to the Union. In addition, the City will provide the Union a report on the use of supplemental employees in the prior calendar year on or before January 15. The report will include the employees' name, department, classification, dates of employment, and types of employment (i.e., season, temporary, part-time, or intern) and hours worked.

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

1.3 Subcontracting:

The City shall not contract out work historically performed by the employees in the bargaining unit represented by the Union without first giving notice to and, upon request, bargaining in good faith with the Union.

ARTICLE 2 - UNION DUES AND AGENCY FEES

2.1 Union Dues:

Regular monthly Union dues and agency fees shall be deducted by the City from an Employee's paycheck when authorized in writing by the Employee. The amounts deducted shall be transferred monthly to the treasurer of the Union.

2.2 Union Security:

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. The City agrees to provide the Union with a copy of the payroll deduction sheet that lists the name of each union member who has union dues deducted from his or her paycheck, the dues amount and their monthly salary. Non-dues paying members (silent RCHEA members) do not have the right to vote on any RCHEA business. However, silent RCHEA members are subject to the terms of this Agreement and are entitled to fair representation.

2.3 Indemnification/Hold Harmless:

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

2.4 New Hire Orientation:

The Employer shall notify the Union of all new employees hired into the bargaining unit. In accordance with RCW 41.56.037, the Union shall be afforded thirty (30) minutes of the newly-hired employee's regular working time to discuss the rights and responsibilities of Union membership to new employees.

ARTICLE 3 - MANAGEMENT RIGHTS RESPONSIBILITIES

3.1 Management RightsResponsibilities:

The management and direction of the work force is vested exclusively in the City, limited only by the terms of this Agreement and binding past practices of the parties to this Agreement. All matters not specifically limited by this Agreement and binding past practices may be administered for its duration by the City in accordance with such policies or procedures as the City may from time to time determine, provided, however, that nothing herein shall waive the Union's right to bargain over any changes involving mandatory subjects of bargaining and to appeal through the grievance procedure as set forth in this Agreement, when in the opinion of the Union, such exercise violates the terms of this Agreement.

Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applications and to determine the job content and/or job duties of employees;
- e. To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;
- f. To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;

- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;
- h. To establish reasonable work rules and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- k. To manage and operate its departments, except as may be limited by provisions of this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

ARTICLE 4 - LAYOFF PROCEDURE

4.1 Layoff Sequence:

Where job performance, ability and qualifications of RCHEA Employees in the same job classification are substantially equal, length of continuous service as a City employee 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 request, a written statement of the reasons. Whenever an Employee is laid off the Employee shall be given the opportunity to meet with their department director and have explained to him/her how the City arrived at its decision to lay that person off.

4.2 Layoff Notice:

The City agrees to provide the Union ~~and affected Employee thirty (30) fourteen (14)~~ calendar days' preliminary notice that there will be layoffs and include information on which employees will be affected prior to layoffs. This period is to allow time for the parties to explore possible alternative solutions, with the final decision resting with the City. Neither the City nor the Union may notify any employees of the layoffs during this period.

After the fourteen (14) day period, the City may then officially notify the Union and affected employees of the layoffs. The layoffs shall not take effect for at least thirty (30) calendar days after the official notice.

4.3 Layoff Separation Pay (New Section)

Employees who receive a layoff notice will have the option of receiving separation pay based on their tenure with the City. Employees choosing to receive separation pay will forfeit recall rights under article 4.5 – Recall to Work.

Employees will receive a Separation Agreement within 14 days from the date they receive the official layoff notice. The employee will be provided the opportunity to

consider the Separation Agreement, which releases the City and Union from liability in exchange for layoff separation pay, or the employee can reject the Separation Agreement and elect to maintain recall rights. Laid off employees who elect to receive separation pay will receive a lump sum according to the following schedule:

| <u>Start of the Next Year</u> | <u>Years of Completed Service</u> | <u>Separation Pay</u> |
|-------------------------------|-----------------------------------|------------------------|
| <u>0</u> | <u>5 years</u> | <u>1 month salary</u> |
| <u>5</u> | <u>10 years</u> | <u>2 months salary</u> |
| <u>10</u> | <u>20 years</u> | <u>3 months salary</u> |
| <u>20</u> | <u>20+ years</u> | <u>4 months salary</u> |

For example:

If the hire date is: 1-1-2020

Completed year 5 date is: 12-31-24

Start of the next year date is: 1-1-25

Completed year 10 date is: 12-31-29

The payment date and any other benefits will be identified in the Separation Agreement. Upon mutual agreement between the City and the Union, the parties can discuss the terms of the Separation Agreement, with the final decision being made at the discretion of the City.

4.43 Temporary Projects/Funding:

The elimination of a temporary project and/or a temporary funding source shall not constitute grounds for a layoff of a regular Employee assigned to the temporary project or funded by the temporary source. However, such elimination may otherwise be grounds for initiation of the layoff procedure described in this Article.

4.54 Recall to Work:

Employees will be recalled to work in the reverse order from 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.

4.65 Prohibition Against Use of a Performance Evaluation More Than 60 Days Late:

If an employee's performance evaluation is more than 60 days late as of the date of the employee's pay anniversary date, and it lowers the average of their last three (3) performance evaluations, it may not be used as part of any City analysis of the employee's "job performance, ability and qualifications" made for purpose of layoff sequencing. The

previous sentence shall not apply ~~if~~ the performance evaluation is late due to the action or inaction of the employee, and in that case, the evaluation may be used as part of the City's analysis. Cumulative leave of more than fifteen working days shall not be included in calculation of the sixty-day period.

4.76 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 without further training. The Employee must inform the City within fifteen (15) calendar days of receiving their layoff notice if they wish to exercise their bumping rights, and the classification and position into which they desire to bump.

4.87 Sick Leave:

If Employee is recalled within the two-year period identified in Section 4.54, employee will receive any unused WASL and RSL (sick leave) that was not paid out at the time of layoff.

ARTICLE 5 - PROBATIONARY PERIOD

5.1 Probationary Period:

~~An Employee's~~ For employees hired on or after January 1, 2023, the initial twelve (12) six (6) months of employment shall constitute a probationary period. Employees will receive an evaluation six months after their start date and may receive a merit increase to base and/or lump sum payment. Their next evaluation will occur one year later and annually thereafter, or if their department has a fixed date evaluation period, they will receive a prorated evaluation to that fixed date and then annually thereafter. Any changes to pay and the pay anniversary dates are governed by the Personnel Manual and/or Article 8.1.

If an employee takes ~~extended unpaid~~ leave or works light duty during the probationary period ~~initial six months of employment~~, management has the discretion to extend the probationary period for that length of time. If management decides to extend an employee's probationary period due to extended leave or light duty, management shall notify the union within a reasonable period of time. ~~Management will provide the Union with reasonable notice. The probation may be extended up to an additional six (6) months upon mutual agreement of the City and Union.~~

Employees hired in 2022, who are on probationary status into 2023 will follow the provisions in Article 5 of the 2019-2022 RCHEA Collective Bargaining Agreement.

An Employee may be terminated by the City at any time during the probationary period at the City's discretion, and without right of appeal. ~~The reasons for termination shall be filed in the Employee's personnel file as a permanent record. The employee can request to resign in lieu of probationary termination, and may be granted at management discretion.~~

ARTICLE 6 - GRIEVANCES

6.1 Definition of Grievance:

A grievance means an alleged violation of the terms of this Agreement, including any discipline imposed without just cause.

6.2 Aggrieved Party:

The Union has the right, as the exclusive bargaining representative, to file grievances on behalf of individually aggrieved employees as well as to itself file grievances on behalf of the bargaining unit collectively. Individual employees may file grievances alleging a violation of this Agreement if the Union is provided a reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

6.3 Time Limits:

The timeliness of initial presentation of a grievance as well as the subsequent steps of the grievance procedure may be demonstrated by fax, email, or other date and time verification method on the face of the document. The time limits set forth in this Article may be extended by written mutual agreement.

6.4 Grievance Procedure:

Grievances shall be handled in the following manner:

Step 1. Notice of Grievance:

Within fourteen (14) calendar days after the event giving rise to the grievance, or, alternatively, within fourteen (14) calendar days after the date on which the grievant (either the Union or individual employee) knew, or reasonably should have known, of the event giving rise to the grievance, the employee or an Union Representative must present a written grievance. The written grievance must either be presented on an official Union grievance form or be plainly marked "Notice of Grievance." The written grievance must state:

- The date of the alleged violation;
- A detailed statement of facts describing the alleged violation of this Agreement;
- A citation of the section of the Agreement that was alleged violated; and
- The requested remedy.

Any documents known to the employee or Union representative that are relevant to the grievance should be attached to the grievance.

The written grievance must be presented to the affected employee's immediate supervisor. Alternatively, if the Union is presenting the grievance on behalf of the entire bargaining unit, the Union may present the grievance to the City's Human Resource Director. For the purpose of this Article, the City's Human Resource Director may designate in writing someone else to act on their behalf. That designee shall have all the authority of the Human Resource Director provided in this Article. Designee must be employed by the City of Redmond.

Within seven (7) calendar days of receipt of the grievance, the immediate supervisor (or designee) shall meet with the affected employee and the Union to discuss the grievance and to discuss possible resolution. In the case of grievances presented to the City's Human Resource Director, within seven (7) calendar days of receipt of the grievance the Human Resource Director shall meet with the Union to discuss the grievance and to discuss possible resolution. Thereafter, within seven (7) calendar days following the initial Step 1 meeting, the supervisor (or the Human Resource Director) shall provide the employee and the Union with a written response to the grievance.

Step 2. Written Notice (Appeal) to Department Director:

If the grievance is not resolved at Step 1, the employee or the Union may advance the grievance to the Department Director. To advance the grievance the employee or Union must, within fourteen (14) calendar days after receiving the immediate supervisor's Step 1 grievance response, provide the Department Director with written notice it is advancing the grievance.

To advance bargaining unit-wide grievances initially presented to the Human Resource Director, the Union must, within fourteen (14) calendar days after receiving the Human Resource Director's Step 1 grievance response, provide the Human Resources Director with written notice it is advancing the grievance.

Within fourteen (14) calendar days after receiving the Step 2 notice, the Department Director (or designee) shall meet with the affected employee and the Union to discuss the grievance. In the case of unit-wide grievances, within fourteen (14) calendar days after receiving the Step 2 notice, the Human Resources Director 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 Department Director or designee (or Human Resources Director) shall provide the Union with a written response.

Step 3. Written Notice (Appeal) to Mayor:

If the Union decides that the grievance was not satisfactorily resolved at Step 2, the Union may advance the grievance to the Mayor. To advance the grievance, the Union must, within fourteen (14) calendar days after receiving the Department Director's (or Human Resource Director's) Step 2 grievance response, provide the Mayor with written notice it is advancing the grievance.

Within a prompt period of time after receiving the Union's Step 3 notice to the Mayor, the Mayor (or the Mayor's designee) shall meet with the Union to discuss the grievance. The Union may invite the affected employee(s) to attend. The parties shall discuss the merits of the grievance and explore possible resolution. Within twenty-one (21) calendar days following this meeting, the Mayor (or the Mayor's designee) shall provide the Union with a written response.

Step 4. Mediation (Optional):

If the grievance is not settled satisfactorily at Step 3, the Union and City may mutually agree within fourteen (14) calendar days to submit the grievance to mediation. The two (2) parties will then have another fourteen (14) calendar days to agree upon a mediator

drawn from a panel of neutrals formally trained in grievance mediation.

The mediator will not have authority to compel resolution of the grievance. Washington's Evidence Rule 408 shall apply.

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.

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

Step 5. Written Notice (Appeal) to Neutral Arbitrator:

If the Union decides that the grievance was not satisfactorily resolved at Step 3, or optional Step 4, the Union may advance the grievance to arbitration. To do so, the Union must provide written notice to the Mayor of its intent to advance the grievance to arbitration. The written notice must be received by the Mayor within twenty-one (21) calendar days of the Mayor's Step 3 written decision or, if mediation was pursued under Step 4, within twenty-one (21) calendar days of the date of the Step 4 mediation.

Within fourteen (14) calendar days of the Union's written notice to the Mayor of its intent to advance the grievance to arbitration, the parties shall select an arbitrator through the following process:

1. The City will select five potential arbitrators from PERC's List of Active Arbitrators.
2. The Union will choose one arbitrator from the City's suggested five arbitrators and contact them about availability to arbitrate the grievance;
3. If the selected arbitrator is unavailable to hear the case within ninety (90) days, the parties will select another name from the list;
4. If the second selected arbitrator is unavailable to arbitrate the grievance within (90) days, the City will select five new potential arbitrators from PERC's List of Active Arbitrators. After the new set of potential arbitrators is selected, the parties will go back to item 2 on this list until an arbitrator that is available is selected.

It shall be the function of the arbitrator to hold a hearing at which the parties may submit their respective cases. The arbitrator shall have no authority to modify, amend, vacate or otherwise alter the provisions of this Agreement. The arbitrator shall submit, in writing, his or her decision within thirty (30) calendar days following the close of the arbitration hearing or the submission of closing briefs, whichever is later.

A decision rendered consistent with the terms of this Agreement shall be final and binding on the parties; however, a decision which exceeds the authority granted herein may be appealed to a court of proper jurisdiction.

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.

6.5 Waiver of Steps:

In cases of disciplinary proceedings in which all levels of management have reviewed the matter and reached their decision on action to be taken prior to notification of the Employee, Steps 1 and 2 may be waived by mutual agreement in writing between the Department Director and the Union, with the grievance proceeding immediately thereafter to Step 3.

6.6 Just Cause:

The City may discipline or discharge an employee for just cause.

Employees on probation and Limited Duration Employees, as provided in Article 1, Section 4, are employed "at-will." Therefore, neither the just cause standard nor this grievance procedure apply to the discipline or discharge of such employees.

6.7 Written Notice:

Except as provided for in Section 6.6, above, no employee shall be discharged for unsatisfactory work performance unless the employee has previously received a written notice setting forth the employee's performance deficiencies. The employee will be given an opportunity to sign the notice of performance deficiencies before it is placed in the employee's personnel file. A copy of the signed notice shall be given to the employee and nothing may be added to the notice once it has been signed.

Upon request by the employee to Human Resources, written warnings of unsatisfactory work performance shall be removed from the~~remain in an~~ employee's file after not more than one (1) year, provided no additional warning notices of unsatisfactory work performance have been added to the employee's file. Letters of reprimand for misconduct (rather than performance deficiencies) may remain in an employee's file indefinitely.

6.8 Attorney Fees:

Each party shall be responsible for the cost of its own representation, including attorney's fees.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.1 No Strikes or Lockouts:

During the term of this Agreement, neither the Union nor the Employees shall cause, engage in or sanction any work stoppage, strike, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action by the City. The City shall not institute any lockout of Employees during the life of this Agreement.

ARTICLE 8 - WAGES

8.1 Merit Pay Increases:

Employees will be eligible to receive merit pay increases as described below.

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 criteria, the supervisor must give the employee one of the following scores.

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

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

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

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

The performance appraisal is to help an employee be successful in performance and to understand the standards and goals of their position and their department. The evaluation process shall not, by itself, constitute disciplinary action, but may be referred to in disciplinary situations.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation within ten working days, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation.

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

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

8.2 Classification and Pay Administration:

Refer to Chapter 6 Classification of the Personnel Manual.

8.3 Reclassified to a Lower Pay Grade:

If an incumbent Employee is in a job classification which is reclassified to a lower pay grade, the incumbent shall be placed in the lower pay grade at the rate which corresponds to the incumbent's pay before the reclassification (the "current pay"). If the incumbent's current pay falls within the new pay grade, then they shall be eligible for any pay increases within the new pay grade on their regular pay anniversary date as before the placement in the lower pay grade. If an incumbent's current pay is above the maximum of the new pay grade, the incumbent's salary shall be frozen and shall continue to receive his or her current pay. The Employee shall not be eligible for a merit pay increase or COLA until such time as the incumbent's rate of pay equals the maximum of the pay grade to which his or her classification is assigned.

8.4 Effective Dates:

Merit increases shall be effective on the Employee's pay anniversary date. Pay increases upon promotion or reclassification shall be effective on the effective date of the promotion or reclassification.

8.5 Experience Recognition Pay~~Longevity Pay:~~

~~Longevity p~~Experience Recognition Pay will be paid to regular full-time Employees who have completed five (5) continuous years of service. Employees will receive a flat rate per month and will not be affected by the COLA. ~~Longevity pay~~Experience Recognition Pay will be paid to regular full time employees starting on the 6th year of service per the following schedule:

| <u>Completed Years</u> | <u>Added Continuous Service Monthly Salary</u> |
|------------------------|--|
| <u>5 years</u> | <u>\$200.00</u> |
| <u>Completed Years</u> | <u>Added Continuous Service Monthly Salary</u> |
| <u>6 ½ years</u> | <u>\$ 30.00</u> |
| <u>10 years</u> | <u>\$ 45.00</u> |
| <u>15 years</u> | <u>\$ 60.00</u> |
| <u>20 Years</u> | <u>\$ 75.00</u> |

~~Longevity p~~Experience Recognition Pay will be paid to regular part-time Employees in a prorated amount equal to the vacation accrual ratio provided in the Redmond Personnel Manual. ~~_multiplied by the regular full-time longevity schedule.~~

8.6 Working Out-of-Class:

An Employee assigned temporarily to a higher paying classification for forty (40) consecutive hours or more 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. 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 (such as civil engineer) for forty (40) or more consecutive hours. In this situation the non-exempt Employee does not receive overtime pay for extra hours worked; instead, ~~he or she the employee~~ receives four (4) hours of professional leave as provided for in Article 15, Section 5, for each ~~thirty (30) calendar days~~ two consecutive pay periods 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, sick leave and vacation 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~~ two consecutive pay periods 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~~ two consecutive pay periods or more 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 period of time.

No Employee temporarily assigned to a lower pay grade will receive a reduction in pay by reason of such assignment. The Employee's immediate supervisor will be responsible for administering the provisions of this section on a timely basis.

8.7 Trainees:

Refer to 3.110 Traineeships in the Personnel Manual.

8.8 Job Postings:

The City will post notice of vacancies in bargaining unit positions or new bargaining unit positions a minimum of five (5) working days before the position closes.

8.9 Timeliness of Performance Evaluations:

~~Upon request from the RCHEA Board,~~ the Human Resources Department will send the RCHEA Chair a list of all outstanding evaluations the first Friday ~~after~~ after of each fiscal quarter of the current calendar year. If the list indicates that a RCHEA member has an

outstanding performance evaluation that is more than 60 days late ~~on January 1st of any calendar year~~, the Union may reopen to negotiate regarding the issue of timeliness of performance evaluations.

If an employee has an overdue evaluation, that employee may contact Human Resources and/or the RCHEA Board for assistance at any time. Human Resources and the RCHEA Board will work together to ensure that the evaluation is completed timely and also ensure that the employee faces no reprisal for the request.

When an employee separates from the city, the employee's supervisor will complete any outstanding performance appraisal that is overdue, as part of the separation process. Any merit pay connected to the appraisal will be paid to the employee, retroactive to the employee's pay anniversary date.

ARTICLE 9 - HOLIDAYS

9.1 Holiday Schedule:

The following ~~twelve (12)~~thirteen (13) paid legal holidays shall be recognized for Employees:

| Holiday | Date to be Observed |
|-------------------------------|---|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3rd Monday in January |
| Washington's Birthday | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| <u>Juneteenth</u> | <u>June 19</u> |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Day after Thanksgiving | Day after Thanksgiving |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| One Floating Holiday | Date selected by mutual agreement of Employee and supervisor. |

9.2 Holidays During Time Off:

Whenever a holiday falls on a full-time employee's regularly scheduled day off, the employee has the option to flex another day off within the same workweek at supervisor

approval, or a compensating day off with pay, of up to eight (8) hours, shall be added to the employee's earned vacation.

ARTICLE 10 - VACATIONS

10.1 Vacation Schedule:

| Years of Employment | Annual Vacation Days Earned | Vacation Hours Accrued per Month |
|---------------------|-----------------------------|----------------------------------|
| 0-2 years | 12 days | 8.0000 |
| 3 years | 13 days | 8.6666 |
| 4 years | 14 days | 9.3333 |
| 5 years | 16 days | 10.6666 |
| 7 years | 17 days | 11.3333 |
| 9 years | 18 days | 12.0000 |
| 11 years | 19 days | 12.6666 |
| 13 years | 20 days | 13.3333 |
| 15 years | 21 days | 14.0000 |
| 17 years | 22 days | 14.6666 |
| 20 years | 23 days | 15.3333 |

10.2 Vacation Accrual/Vesting:

Vacation credits shall accrue to Employees from commencement of employment. An Employee is eligible to use vacation days once the days are earned and the Employee's vacation request is approved. Employees may accumulate vacation leave time to a maximum of three hundred sixty-eight (368) hours. Any unused vacation time above the maximum is forfeited.

10.3 Scheduling:

Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the Employees.

10.4 Payout at Retirement - PERS I:

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

10.5 Unpaid Leave:

The City Personnel Manual provides opportunities for unpaid leave at Chapter 9.

ARTICLE 11 - HEALTH AND WELFARE

11.1 Medical, Dental and Vision Benefits:

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

Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. The dollar amount that equates to a twenty percent (20%) contribution has been actuarially determined. 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 as set forth in Article 14.

The City shall retain an independent third-party actuary, experienced in setting premiums for self-funded plans, who shall determine the appropriate and prudent premiums for ~~RedMedthe self-insured plan~~, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the premiums. ~~Prior to the final premiums being set, the City and its independent third party shall meet with the Union to review the methodology and data used to prepare the premiums.~~

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

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

For the purposes of this Article 11 only, the term "dependent" shall include Domestic Partner's dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including for federal income tax purposes.

11.2 Alternative HMO Medical Coverage:

As alternative insurance coverage, the City will make available to Employees Health Maintenance Organization (HMO) coverage. However, the cost of such coverage which exceeds the premium costs of the benefits paid by the City as described above shall be paid by the Employee by payroll deduction.

11.3 Employee Benefits Advisory Committee:

Refer to Chapter 8.40 of the Personnel Manual.

The Union agrees to appoint a representative who will actively participate as a member

of EBAC. Participation in EBAC by the Union is voluntary and may be withdrawn at any time during the term of this Agreement. Nothing in this provision shall be deemed a waiver of the Union's right to bargain employee benefits.

11.4 Life and AD&D Insurance:

Group Term Life Insurance coverage in the amount of \$50,000 and Accidental Death and Dismemberment (AD&D) coverage in the amount of \$50,000 shall remain in effect for Employees with the premiums for such insurance to be paid by the City. The City will pay the full premium for regular part-time Employees.

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

11.5 Workout Room and Exercise:

A workout room is available to employees at City Hall any time. Employees may exercise when off work.

ARTICLE 12 - SICK LEAVE and SHARED LEAVE

12.1 Accrual:

Sick leave will be accrued and administered in accordance with the Personnel Manual.

12.2 Retirement Bonus - PERS I:

Upon retirement under the provisions of PERS I, an Employee will receive in one lump sum payment all their accrued but unused vacation up to a maximum of two hundred forty

(240) hours, and twenty-five percent (25%) of their accrued but unused sick leave based on a maximum sick leave accumulation of nine hundred sixty (960) hours to the extent their twenty-five percent (25%) of sick leave exceeds forty-eight (48) hours. Any accrued vacation in excess of two hundred forty (240) hours and the first forty-eight (48) hours of the twenty-five percent (25%) sick leave payout shall be used by the Employee prior to their retirement date.

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

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

12.3 Retirement Bonus - PERS II and PERS III:

Upon death or upon retirement under the provisions of PERS II and PERS III, an Employee (or their beneficiary) shall receive twenty-five percent (25%) of their accrued but unused sick leave benefits limited, however, to a maximum accumulation of one hundred twenty (120) days.

12.4 Sick Leave Bonus:

Refer to 9.30 Sick Leave in the Personnel Manual. At the option of the Employee, the

sick leave bonus shall be added to their vacation leave or paid for at their regular rate of pay. Sick leave credit shall be determined and allowed on or about November 30th of each calendar year.

12.5 Sick Leave Bonus; On-the-Job Injury:

In the event sick leave has been taken as a result of an on-the-job injury which was not the result of gross negligence or intentional harm by the individual claiming the injury, and which injury has been approved as a valid claim by State Industrial Insurance, the amount of such sick leave taken shall not be deducted for purposes of computing the credit on which the twenty-five percent (25%) bonus is allowed.

12.6 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 of work:

| | |
|---------------------------|---------------|
| One year of employment | 40% of salary |
| Two years of employment | 50% of salary |
| Three years of employment | 60% of salary |

12.7 Shared Leave Program:

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 agreement by the City, and the availability of shared leave from other employees. The City's decisions in implementing and administering the Shared Leave Program shall be reasonable.

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 City 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.~~

 - be. Employees may donate any amount of Regular Sick Leave (RSL) only, provided the donation does not cause the employee's RSL balance to fall below 40 hours. Donated sick leave will not count against the donating employee's sick leave bonus.

 - ce. Employees may donate their Floating Holiday.

de. Employees may donate their Compensatory Time.

~~b.~~ The City 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.

3. **Coordination with Disability Benefit** - During the period that Employee is eligible for disability benefits under Article 12, Section 6 of the Agreement the Employee may use Shared Leave up to the amount necessary to make up the difference between the percent of salary paid pursuant to Article 12, Section 6 and one hundred percent (100%) of Employee's salary.
4. **Eligibility** -Employees may be eligible to receive shared leave under the following conditions:
 - a. When the City 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.
 - c. The Employee has complied with department policies regarding the use of sick leave.
 - d. The City 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.
5. **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 vacation leave.
6. **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 leave balance.
7. **Calculation of Shared Leave** - The receiving Employee shall be paid at his or her base 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 the 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

maintained separately from all other leave balances.

8. **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 - DEATH AND BEREAVEMENT LEAVE

13.1 Death and Bereavement Leave:

A regular Employee shall receive up to four (4) days off as approved by the Department head, or designee, without loss of pay in the event of death or serious illness with impending death in the immediate family of the Employee. For the purposes of this section, "immediate family" shall be defined as spouse, Domestic Partner, child, stepchild, mother, father, step parents, grandparents, grandchild, brother, sister, step siblings, child of a domestic partner, mother-in-law or father-in-law, persons living in the employee's immediate household, and grandparents of employee's spouse. Any time beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this section, shall be granted at the discretion of the employee's supervisor~~Department Head~~, and shall be chargeable to accrued leaves (i.e. vacation, sick leave, compensatory time) if any, and shall otherwise be without pay.

ARTICLE 14 - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

14.1 Benefits for Regular Part-time Employees:

If an Employee's scheduled hours are significantly and consistently less than those actually worked, the Employee shall receive benefits in proportion to the hours actually worked.

14.2 Health Care Benefits for Regular Part-time Employees:

The City agrees to pay the premiums for health care benefits for regular part-time Employees in an amount equal to the percentage used for determining vacation accrual in the Personnel Manual multiplied by the health care premium paid by the City for full-time regular Employees.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1 Standard Work Day:

A normal work schedule for full-time Employees shall consist of either:

- Eight hours five days per week;
- Ten hours four days per week; or
- Nine hours for four days and one eight- hour day in one week, plus nine hours for four days in a second week.

Alternative work schedules differing from the above are permitted when mutually agreed to by the employee and the employee's supervisor.

For FLSA and payroll purposes the standard workweek shall be Monday at 12:00 a.m. to Sunday at 11:59 p.m. Alternative work schedules outside Monday through Friday will adjust their FLSA workweek accordingly to meet the double time rate as detailed below.

Each normal work day will include an unpaid meal period of between thirty minutes to one (1) hour and two (2) fifteen (15) minute breaks.

The City shall have the right, upon giving fifteen (15) days' prior notice, to change the schedules referred to herein when deemed necessary to more effectively accomplish any of its responsibilities. The City will not manipulate work schedules for the sole purpose of avoiding payment of overtime.

15.2 Flex-time:

Flex-time is when an employee temporarily adjusts their schedule, upon supervisor approval, within the same pay period. Flex-time will not be unreasonably denied.

Time worked beyond the employee's standard work day schedule shall not be considered overtime if the additional hours are part of the flex-time schedule agreed to by the Employee and supervisor

15.3 Overtime:

The City will pay non-exempt employees for overtime work at the nearest 15 minute (quarter hour) increment of time. Thus, if an employee works more than ~~7 minutes and 30 seconds~~ 8 minutes, the employee will be paid for 15 minutes (rounding up) of overtime. Conversely, if an employee works less than ~~7 minutes and 30 seconds~~ 8 minutes, the employee will be paid for zero time (rounding down). For the purpose of computing overtime, only authorized holidays, sick leave, bereavement and vacation leave shall be considered as time worked.

Full-time non-exempt employees:

Full-time non-exempt employees who are required to work more than their normal day's work schedule as set forth in Section 1 above shall be compensated for such overtime hours at one-and-one-half (1 ½) times their regular hourly rate of pay. In the event a full-time non-exempt employee is required to work seven straight days, the employee shall be compensated for all hours worked on the seventh day at two (2) times their regular hourly rate of pay. In the event a full-time non-exempt employee is required to work on a Sunday, the employee will be compensated for all hours worked on Sunday at two (2) times their regular hourly rate of pay.

Part-time non-exempt employees:

Part-time non-exempt employees who are required to work beyond their normal work day shall be compensated as follows:

| | |
|------------------------------------|--|
| If the normal workday 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-one-half (1 ½) after eight (8) hours |
| More than eight (8) hours | Time-and-one-half (1 ½) for time worked beyond their normal workday |

Part-time non-exempt employees shall be compensated at time-and-one-half (1 ½) for all hours worked over forty (40) hours in any one workweek and at double time (2) for all hours worked on Sundays.

15.4 Compensatory Time:

A non-exempt Employee required to work overtime will be paid overtime at time-and-a-half UNLESS they choose, with the approval of their supervisor, to receive credit for compensatory time in lieu of overtime pay. If the Employee chooses this comp time option, they will receive comp time at a rate of one-and-one-half (1 ½) hours of compensatory time-off for each hour of overtime worked, up to a maximum of one hundred (100) comp time hours at any one time. Any hours over this limit shall be paid for at the overtime rate. For overtime hours worked on the seventh (7th) straight day of work by the Employee or for mandatory Sunday overtime, the Employee receiving approved comp time shall be credited with two (2) hours of compensatory time-off for each hour of overtime worked. An employee may only roll over one hundred (100) hours of comp time from one year to the next. Upon implementation of this agreement, any hours above the 100 hours must be cashed out at the employee’s base rate of pay.

Requests for use of compensatory time shall be made by the Employee to their supervisor in the same way as for vacation leave. Such requests shall be granted within a reasonable period given due consideration by the supervisor of the desires of the Employee, normal schedule of work, anticipated peak workloads, emergency requirements of staff and services, and the need for and availability of qualified substitute staff. Requests for use of compensatory time shall not be granted if doing so will unduly disrupt operation. Full-time inspection Employees will be encouraged to use their accrued compensatory time during off-peak workload periods.

At the employee’s request or upon termination of employment, non-exempt Employees will be paid for any accrued, but unused compensatory time hours at their current straight time rate of pay at the time of request or termination.

15.5 Professional Leave:

Employees exempt from overtime compensation under the Federal Fair Labor Standards Act (FLSA) are afforded greater flexibility with regard to their work day. Further, in recognition of the additional hours worked by an FLSA exempt Employee from time to time beyond their standard workweek, at the beginning of each calendar year, exempt Employees shall automatically be credited with six (6) days 48 hours of professional leave as of January 1 of each year. Professional leave is intended to be used for occasional paid days off without reducing an Employee’s accrued vacation. Use of professional leave must be approved by an individual’s supervisor. Professional leave may not be used to substitute for sick leave unless all sick leave has been used. Any

professional leave not used during the course of a calendar year shall be forfeited. Unused professional leave shall not be paid to an Employee upon resignation or termination.

15.6 Same Week Schedule Adjustments:

Nothing in this Article shall preclude exempt or non-exempt Employees and their supervisor from agreeing to work schedule adjustments in the same workweek. For non-exempt Employees adjustments shall be on a straight time, hour for hour basis.

15.7 Emergency Work:

During extended emergency work situations, meals may be provided, when authorized and approved by the Department Head or his or her designee, to the Employees involved in such extended work periods. Guidelines shall be established by the Department Head to provide for consistent application of this provision.

15.8 Callbacks:

Any Employee called back after finishing a regular duty shift or called to report on the Employee's regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed two (2) hours at the overtime rate should such call be for less than two (2) hours; provided, however, that any Employee assigned to standby duty and called out shall be guaranteed only one (1) hour at the overtime rate within each twenty-four hour period of such standby duty.

Both parties agree that Section 15.8 Callbacks may be reopened at any time as agreed upon by both parties to negotiate implementation of a Callback Practice different from that contained in this section.

15.9 Standby Duty:

Non-exempt Employees assigned to standby duty during their time off, and exempt Employees who have previously been assigned twenty-four (24) days of standby duty during that calendar year, shall be paid twenty percent (20%) of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article 9 shall be paid twenty-five percent (25%) of their regular straight-time hourly rate for each hour of standby; and it is further provided that the twenty-five percent (25%) rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend. 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.

Both parties agree that Section 15.9 Standby Duty may be reopened at any time as agreed upon by both parties to negotiate implementation of a Standby Duty practice different from that contained in this section.

15.10 Union Business:

The City and Union recognize a shared interest in resolving issues that arise concerning administration of this labor agreement and the collective bargaining relationship as expeditiously as possible. Subject to prior approval of the Employer, which approval shall not be unreasonably withheld, Union representatives shall be allowed reasonable time

off with pay to perform Union business such as, for example, attending investigatory interviews, grievance meetings, labor-management meetings, and other legitimate union business. ~~Union representatives will accurately report on their E-timesheets the total number of hours during which they perform Union duties on paid City time.~~

Union executive board meetings are not permitted to be held during normal working hours, nor will they be paid. Employees are expected to use their lunch and break times to conduct such executive board meetings.

Two general membership meetings shall be allowed during work hours without loss of pay, one during negotiations and one to vote on the ratification of the contract.

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

ARTICLE 16 - SAVINGS CLAUSE

16.1 Savings Clause:

Should any section of this Agreement or any attachments thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addendum's shall not be affected thereby and both parties agree to meet and negotiate a substitute for any clause declared illegal.

ARTICLE 17 - SCOPE OF BARGAINING

17.1 Personnel Manual:

The City of Redmond Personnel Manual authorized by Ordinance, and as supplemented or amended hereafter by Executive Order, is hereby made a part of this Agreement. The contents of the Personnel Manual are not intended to adversely change or replace any provision of this Agreement with respect to bargaining unit members. The Union retains the right to prior notice and an opportunity to negotiate any revision or amendment to the Personnel Manual which affects a mandatory subject of bargaining.

~~The City will give thirty (30) calendar days' notice prior to any changes.~~ It is agreed that any change to the provisions of the current Personnel Manual affecting a mandatory subject of bargaining relating to the bargaining unit shall be made only after written notice to the Union. Within ~~fourteen (14)~~ thirty (30) calendar days of receipt of said notice, the Union shall inform the City in writing whether or not it agrees to the proposed change. Upon notification of agreement, or the failure of the Union to respond within ~~fourteen (14)~~ thirty (30) calendar days, the provision may be changed. Upon notification of disagreement, the Union shall agree to begin negotiation over the change within thirty (30) calendar days of so notifying the City. ~~The City and Union may agree to defer negotiation of the proposed change to the next negotiations addressing the entirety of the collective bargaining agreement.~~

17.2 Entire Agreement:

The parties agree that each has had full and unrestricted right and opportunity to make,

advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein referenced. Any modifications or supplements to this Agreement that are mutually agreed to shall be put in writing.

17.3 Labor/Management Committee:

The parties agree to jointly maintain and support a Labor/Management Committee. The aim of the Committee will be to promote communication and understanding between labor and management on issues of mutual concern, as well as to discuss possible solutions to problems affecting labor/management relations.

The Committee will have up to eight (8) members, up to four (4) members appointed by the City and up to four (4) members appointed by the Union. Committee members will set guidelines for the Committee's operation. The Committee shall meet on a quarterly basis or as otherwise agreed by the parties in writing. The City shall schedule quarterly committee meetings. Additional 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.

ARTICLE 18 - TERM OF AGREEMENT

18.1 Term of Agreement:

This Agreement shall become effective ~~October 1, 2019~~January 1, 2023, and shall remain in effect through December 31, ~~2025-2022~~.

All 2023 contract amendments affecting wages and overtime pay will be effective January 1, 2023, unless otherwise specified. All other contract amendments will be effective on the first payroll period after the ratification of the agreement by both parties but no earlier than January 1, 2023.

The parties agree that should the 2019-2022 CBA expire before this agreement is reached, retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2023 and the ratification of this agreement will be paid only to individuals who:

- (a) are on the payroll as of the date of ratification,
- (b) have retired between January 1, 2023 and the date of ratification, or
- (c) permanently left employment as a result of disability between January 1, 2023 and the date of ratification.

Merit pay increases or merit lump sum payments based on a performance appraisal shall be included in the retroactive application of the contract if the appraisal was due during the retroactive period covered by this section. The parties intend that a late performance appraisal will not negatively affect an employee's retroactive wages.

Dated this _____ day, of _____, 2019.

CITY OF REDMOND, WASHINGTON

REDMOND CITY HALL EMPLOYEES
ASSOCIATION

ANGELA BIRNEY, MAYOR

JOSEPH P. O'LEARY, RCHEA CHAIRPERSON

ATTEST:

CHERYL XANTHOS, CITY CLERK

DATE

City of Redmond

Appendix A – COLA and Pay Plans

A.1 Cost of Living Adjustments (COLAs).

a) Effective January 1, ~~2020~~2023

Effective January 1, ~~2020~~2023, employees shall receive a cost-of-living adjustment equal to ~~7%~~100% of the June 2019 CPI-W for the Seattle area, with a 2% minimum and 5% maximum.

b) Effective January 1, ~~2021~~2024

Effective January 1, 2021, employees shall receive a cost-of-living adjustment equal to 100% of the ~~first half annual 2023 June 2020~~ CPI-W for the Seattle/Tacoma/Bellevue area, with a 2% minimum and ~~5%~~56% maximum.

c) Effective January 1, ~~2022~~2025

Effective January 1, 2022, employees shall receive a cost-of-living adjustment equal to 100% of the ~~first half annual 2024 June 2024~~ CPI-W for the Seattle/Tacoma/Bellevue area. With a 2% minimum and 5% maximum.

If the CPI-W percentage is negative, there shall be no cost-of-living adjustment.

A.2 R Pay Plan.

| [See attached Pay Plans.](#)

| Grade | FLSA | Position | Monthly | | |
|-------|------|--|---------|----------|----------|
| | | | Minimum | Midpoint | Maximum |
| RA10 | E | Accountant | \$4,953 | \$5,820 | \$6,687 |
| RA20 | E | Accountant—Senior | \$5,629 | \$6,615 | \$7,601 |
| RA25 | NE | Accounting Specialist—Associate | \$3,783 | \$4,351 | \$4,919 |
| RA26 | NE | Accounting Specialist— | \$4,247 | \$4,884 | \$5,520 |
| RA27 | NE | Accounting Specialist—Senior | \$4,840 | \$5,568 | \$6,295 |
| RA30 | NE | Administrative Assistant | \$4,032 | \$4,738 | \$5,444 |
| RA50 | NE | Administrative Specialist | \$4,369 | \$5,134 | \$5,899 |
| RB01 | NE | Building Inspector Technician | \$4,764 | \$5,478 | \$6,192 |
| RB20 | NE | Building Inspector | \$5,728 | \$6,587 | \$7,446 |
| RB30 | NE | Building Inspector—Senior | \$6,301 | \$7,246 | \$8,191 |
| RB70 | NE | Business Application Specialist | \$5,227 | \$6,142 | \$7,056 |
| RB75 | E | Business Analyst | \$6,164 | \$7,243 | \$8,321 |
| RB80 | E | Business Systems Analyst—ERP | \$6,951 | \$8,167 | \$9,384 |
| RB80 | E | Business Systems Analyst—HRIS | \$6,951 | \$8,167 | \$9,384 |
| RB85 | E | Business Systems Analyst Sr—ERP | \$7,597 | \$8,926 | \$10,256 |
| RB85 | E | Business Systems Analyst Sr—HRIS | \$7,597 | \$8,926 | \$10,256 |
| RC05 | NE | Capital & Grant Analyst | \$5,387 | \$6,330 | \$7,272 |
| RC20 | NE | Code Enforcement Officer | \$5,606 | \$6,446 | \$7,286 |
| RC25 | E | Communications & Marketing Project Administrator | \$6,167 | \$7,247 | \$8,327 |
| RC35 | NE | Communications & Marketing Specialist | \$5,528 | \$6,496 | \$7,463 |
| RC40 | NE | Construction Inspector— | \$5,609 | \$6,450 | \$7,290 |
| RC50 | NE | Construction Inspector—Lead | \$6,212 | \$7,299 | \$8,385 |
| RC60 | E | Cultural Arts Administrator | \$6,204 | \$7,290 | \$8,375 |
| RD20 | NE | Department Administrative Coordinator | \$5,118 | \$6,013 | \$6,909 |
| RD40 | NE | Deputy City Clerk | \$5,393 | \$6,337 | \$7,281 |
| RE10 | E | Engineer | \$6,817 | \$8,010 | \$9,203 |
| RE01 | NE | Engineer—Associate | \$5,645 | \$6,633 | \$7,621 |
| RE20 | E | Engineer—Senior | \$8,005 | \$9,406 | \$10,807 |
| RE40 | NE | Engineering Technician | \$5,178 | \$5,955 | \$6,732 |
| RE30 | NE | Engineering Technician—Associate | \$4,169 | \$4,898 | \$5,628 |
| RE50 | NE | Engineering Technician—Senior | \$5,725 | \$6,727 | \$7,729 |
| RE60 | NE | Environmental Scientist—Associate | \$5,330 | \$6,129 | \$6,928 |
| RE65 | E | Environmental Scientist— | \$6,579 | \$7,730 | \$8,881 |
| RE70 | E | Environmental Scientist—Senior | \$7,118 | \$8,364 | \$9,610 |
| RE75 | E | Environmental Sustainability Program Manager | \$5,749 | \$6,755 | \$7,761 |
| RF10 | E | Financial Analyst | \$5,659 | \$6,650 | \$7,640 |
| RF20 | E | Financial Analyst—Senior | \$6,753 | \$7,935 | \$9,117 |
| RG10 | NE | GIS Data Technician | \$4,762 | \$5,595 | \$6,428 |
| RG15 | NE | GIS Analyst | \$5,570 | \$6,545 | \$7,520 |
| RG20 | NE | GIS Analyst—Senior | \$6,192 | \$7,276 | \$8,360 |
| RG01 | NE | Graphics Designer | \$4,973 | \$5,844 | \$6,714 |
| RI10 | E | Infrastructure Systems Engineer | \$7,636 | \$8,972 | \$10,309 |

| | | | | | |
|------|----|----------------------------------|---------|---------|----------|
| RL01 | NE | Legal Assistant | \$4,703 | \$5,527 | \$6,350 |
| RM10 | E | Management Analyst | \$5,629 | \$6,614 | \$7,599 |
| RN01 | E | Network Analyst | \$6,624 | \$7,783 | \$8,942 |
| RN10 | E | Network Systems Engineer | \$7,253 | \$8,522 | \$9,791 |
| RP01 | NE | Paralegal | \$5,341 | \$6,276 | \$7,211 |
| RP10 | NE | Payroll Analyst | \$4,741 | \$5,571 | \$6,401 |
| RP15 | NE | Permit Technician | \$4,641 | \$5,453 | \$6,265 |
| RP20 | NE | Planner – Assistant | \$5,068 | \$5,955 | \$6,842 |
| RP25 | E | Planner | \$5,890 | \$6,921 | \$7,951 |
| RP35 | E | Planner – Principal | \$7,407 | \$8,703 | \$9,999 |
| RP30 | E | Planner – Senior | \$6,704 | \$7,877 | \$9,050 |
| RP45 | NE | Plans Examiner – | \$6,192 | \$7,276 | \$8,360 |
| RP65 | E | Program Administrator | \$6,258 | \$7,353 | \$8,448 |
| RP66 | NE | Program Aide | \$3,147 | \$3,698 | \$4,249 |
| RP67 | NE | Program Assistant | \$4,227 | \$4,967 | \$5,707 |
| RP70 | NE | Program Coordinator | \$5,333 | \$6,266 | \$7,198 |
| RP75 | E | Programmer Analyst | \$6,262 | \$7,358 | \$8,454 |
| RP80 | E | Programmer Analyst – Senior | \$7,887 | \$9,267 | \$10,647 |
| RP85 | NE | Purchasing Agent | \$5,027 | \$5,907 | \$6,786 |
| RP90 | E | Purchasing Agent – Senior | \$6,162 | \$7,240 | \$8,318 |
| RR05 | NE | Records Management Specialist | \$5,352 | \$6,288 | \$7,225 |
| RR01 | E | Recreation Program Administrator | \$5,956 | \$6,999 | \$8,041 |
| RS30 | E | Security and Compliance Analyst | \$6,837 | \$8,033 | \$9,230 |
| RS10 | E | Senior Systems Analyst | \$7,430 | \$8,730 | \$10,030 |
| RS15 | NE | Stormwater Inspector | \$5,473 | \$6,431 | \$7,389 |
| RS20 | NE | Systems Support Specialist | \$5,294 | \$6,220 | \$7,147 |
| RT10 | E | Technical Systems Coordinator | \$5,953 | \$6,995 | \$8,037 |
| RT30 | E | Technology Project Manager | \$7,832 | \$9,202 | \$10,573 |
| RT20 | E | Transportation Strategic Advisor | \$8,272 | \$9,720 | \$11,167 |

A.3 Request for Reclassifications.

Refer to the Personnel Manual, Chapter 6. Reclassification recommendations will be discussed with the Union before any final decisions are made.

A.4 Pay Range Adjustments.

When there is a change to an employee's pay range, the employee's pay will be adjusted in accordance with the following:

1. When the base pay of individual employees is found to be below the bottom of the new salary range, the employee's pay will be raised to the bottom of the new range and employees will be eligible for merit pay increases.
2. When the base pay of an employee is above the top of the new salary range, the employee's pay will be frozen until such time as their base pay is within the assigned salary range for their position. Employees

who are beyond the top of their range, will continue to be eligible for merit pay increases.

3. When the base pay of an employee is within the new salary range, no adjustment will be made to the employee's pay, and the employee will be eligible for merit increases.

A.5 Market Analysis.

The Human Resources Department ~~may will~~ conduct a Market Analysis of all RCHEA bargaining unit positions ~~at least once every three years~~ to coincide with the negotiation of the collective bargaining agreement between the City and Union. The Market Analysis shall include review of recently published salary survey(s), ~~and~~ data from local jurisdictions, and internal salary alignment.