

## TENTATIVE AGREEMENT Fire Support Negotiations

---

The City of Redmond ("City") and the Redmond Fire Fighters Union #2829, IAFF, representing the Fire Support Bargaining Unit ("Union") is participating in negotiation of the Union's 2026-2028 collective bargaining agreement ("CBA"). A tentative agreement has been reached between the City and the Union regarding the language below. This tentative agreement is subject to final agreement of the entire contract.:

- City (Management Team, Mayor and/or City Council); and
  - Union (Labor Team, Legal Counsel and/or Fire Support, Union Membership)
- 

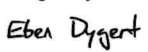
*Prepped for TA 11/3/25*

This signature page added to document tentative agreement of the full redline contract that begins on next page.

TENTATIVELY APPROVED on 11/12/2025  
(Date)

For the Union:

For the CITY:

Signed by:  
  
28D921D59A96474  
Eben Dygert, Union Representative

Signed by:  
  
7C00928CC9C549B  
Cathryn Laird, HR Director

~~2026~~-2028

# AGREEMENT

By and Between

CITY OF REDMOND

and

**REDMOND FIRE FIGHTERS UNION #2829, I.A.F.F.**

(Representing the Fire Support Bargaining Unit)

## TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1 RECOGNITION	1
ARTICLE 2 MANAGEMENT RIGHTS	1
Section 2.1 – Enumeration	
Section 2.2 – Job Duties	
ARTICLE 3 UNION MEMBERSHIP AND DUES	2
Section 3.1 – Dues Deduction	
Section 3.2 – Revocation	
Section 3.3 – Indemnification/Hold Harmless	
Section 3.4 – New Hire Orientation	
ARTICLE 4 NON-DISCRIMINATION	23
Section 4.1 – Union Membership Status	
Section 4.2 – Unlawful Discrimination	
Section 4.3 – Gender	
Section 4.4 – Election of Remedies	
ARTICLE 5 UNION BUSINESS	3
Section 5.1 – Union Official Time Off	
Section 5.2 – Bulletin Board Space	
Section 5.3 – Visitation Rights	
ARTICLE 6 RETENTION OF BENEFITS	34
ARTICLE 7 SAFETY/LABOR MANAGEMENT COMMITTEE	4
Section 7.1 – Safety Committee	
Section 7.2 – Labor Management Committee	
ARTICLE 8 DEFINITION OF SENIORITY	4
Section 8.1 – Definitions	

Section 8.2 – Leaves	
Section 8.3 – Seniority List	
ARTICLE 9 PERSONNEL REDUCTION	5
Section 9.1 – Personnel Reduction Process	
Section 9.2 – Recall to Work	
ARTICLE 10 EMPLOYEE STATUS	6
Section 10.1 – Notice to Union	
<u>Section 10.2 – Probation Period</u>	
ARTICLE 11 VACANCIES	6
Section 11.1 – Civil Service	
Section 11.2 – Transfers	
ARTICLE 12 SHARED LEAVE PROGRAM	<del>67</del>
Section 12.1 – Purpose	
Section 12.2 – Donation Restrictions	
Section 12.3 – Eligibility	
Section 12.4 – Recipient Responsibilities	
Section 12.5 – Return of Shared Leave	
Section 12.6 – Calculation of Shared Leave	
Section 12.7 – Voluntary	
ARTICLE 13 DISCIPLINE	8
Section 13.1 – Employees Covered	
Section 13.2 – Scope of Discipline	
Section 13.3 – Process and Procedures	
<u>Section 13.4 – Acting Status in a Supervisor Role</u>	
Section 13. <del>4</del> <u>5</u> – Copy of Charges	
Section 13. <del>5</del> <u>6</u> – Removal of Notice of Suspension	
Section 13. <del>6</del> <u>7</u> – Recordings During Investigatory Interview or Loudermill Hearing	
ARTICLE 14 GRIEVANCE PROCEDURES	<del>910</del>
Section 14.1 – Definition of Grievance	
Section 14.2 – Aggrieved Party	
Section 14.3 – Grievance Procedure	
ARTICLE 15 RULES AND REGULATIONS	12
Section 15.1 – General	
Section 15.2 – Modifications	
ARTICLE 16 SALARIES	<del>1213</del>
Section 16.1 – 2026 Salary Schedule	
Section 16.2 – Reserved	
Section 16.3 – Reserved	
Section 16.4 – Anniversary Dates	
Section 16.5 – Service Award	

Section 16.6 – Tool Reimbursement  
 Section 16.7 – Uniforms and Protective Clothing  
 Section 16.8 – Guidelines for Compensation Study Implementation  
 Section 16.9 – Merit Matrix Guidelines  
 Section 16.10 – Reclassification Process

ARTICLE 17 RATE OF PAY ~~1516~~  
     Section 17.1 – Out of Class Pay  
     Section 17.2 – Acting Shop Supervisor Pay

ARTICLE 18 OVERTIME, CALLBACK AND STANDBY DUTY ~~1617~~  
     Section 18.1 – Overtime and Callback  
     Section 18.2 – Standby Duty  
     Section 18.3 - Compensatory Leave in Lieu of Overtime Pay

ARTICLE 19 HOURS OF WORK ~~1820~~  
     Section 19.1 – Workweek  
     Section 19.2 – Flexible Work Schedule  
     Section 19.3 – Breaks and Meal Period  
     Section 19.4 – Telecommuting

ARTICLE 20 MILITARY LEAVE ~~1921~~

ARTICLE 21 JURY DUTY LEAVE ~~1921~~

ARTICLE 22 SICK LEAVE BONUS AND DISABILITY BENEFIT ~~1921~~  
     Section 22.1 – Sick Leave Bonus  
     Section 22.2 – Disability Benefit

ARTICLE 23 VACATION AND HOLIDAYS ~~1922~~  
     Section 23.1 – Vacation  
     Section 23.2 – Holidays  
     Section 23.3 – Scheduling of Vacation  
     Section 23.4 – Unused Vacation

ARTICLE 24 BEREAVEMENT LEAVE ~~2023~~  
     Section 24.1 – Bereavement Leave  
     Section 24.2 – Family Leave

ARTICLE 25 LIMITATION ON LEAVES AND LEAVE OF ABSENCE ~~2123~~  
     Section 25.1 – Limitation on Cumulative Leaves  
     Section 25.2 – Leave of Absence

ARTICLE 26 HEALTH CARE INSURANCE ~~2124~~  
     Section 26.1 – Life Insurance  
     Section 26.2 – Liability Insurance  
     Section 26.3 – HRA VEBA Contributions

ARTICLE 27 MUNICIPAL EMPLOYEES BENEFIT TRUST ~~2225~~

ARTICLE 28	TRAINING	2225
	Section 28.1 – Training Expenses	
	Section 28.2 – Overtime Rate of Pay	
	Section 28.3 – Tuition Reimbursement	
	Section 28.4 – EVT Recertification and Continuing Education	
ARTICLE 29	BENEFITS FOR REGULAR PART-TIME EMPLOYEES	2325
	Section 29.1 – Holidays	
	Section 29.2 – Vacation	
	Section 29.3 – Sick Leave	
	Section 29.4 – Health Benefits	
	Section 29.5 – Retirement	
ARTICLE 30	CIVIL SERVICE JURISDICTION	2427
	Section 30.1 – Remedies	
	Section 30.2 – Civil Service, Discipline and Discharge	
ARTICLE 31	CONTRACTING FOR SERVICE	2528
ARTICLE 32	WORK STOPPAGE	2529
ARTICLE 33	SEPARATION	2529
	Section 33.1 – Unused Floating Holiday Upon Separation	
	Section 33.2 – Sick Leave Payout at Retirement	
	Section 33.3 – Unused Vacation and Compensatory Leave Upon Separation	
	<u>Section 33.4 – Last Day Worked</u>	
ARTICLE 34	SAVINGS CLAUSE	2629
ARTICLE 35	SCOPE OF AGREEMENT	2629
ARTICLE 36	DURATION OF AGREEMENT	2630

202~~63~~-202~~85~~

## **AGREEMENT**

**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 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~~their 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~~Employer and Union will use reasonable judgment in the application of this section. With prior notice to the appropriate supervisor or ~~his/her~~their 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~~their 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~~their 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~~they has have 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

**Section 10.2 - Probation Period - All newly hired employees or former employees who have been rehired shall be subject to a probation period. During the probation period an employee is required to demonstrate suitability for the position by actual performance of the work. The employee may be terminated at any time during the probation period without cause. The probation period shall be one (1) year from employee's effective start date.**

**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 the department has a fixed date evaluation period, they will receive a prorated evaluation to that fixed date and then annually thereafter.**

## **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.** The Shared Leave program enables regular employees to donate vacation, regular sick leave, 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. 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.
- C. Employees may donate their Floating Holiday.
- A.D. Employees may donate their Compensatory Time.
- B.E. 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~~their 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~~their right to meet with the Chief or ~~his~~their 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.

When an investigation occurs, the employee shall receive an update from the City every thirty (30) days on the status of the investigation; until the investigation is concluded. If the employee wants a status update during the thirty (30) days, the Union can request an update from the City at any time.

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~~ Board (DRB) 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.

If termination is recommended for a probationary employee, the Employer shall notify the Union President and Vice President. The employee may request the Disciplinary Review Board-DRB review the evidence relating to their termination. The Disciplinary Review Board-DRB will make a recommendation to the Employer within two (2) weeks of the termination notice. 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. However, the Employer shall retain the final decision-making authority concerning the probationary 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-DRB not conduct a review. Nothing in this Article waives any rights a probationary employee has under federal, state, or local anti-discriminations laws.

**Section 13.4 – Acting Status in a Supervisor Role.** An employee acting in the classification of Deputy Chief or Supervisor may be involved in investigations related to discipline. However, the employee shall not participate in decisions related to discipline.

**Section 13.54 - Copy of Charges.** The employee shall be entitled, upon ~~his~~ their 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 13.65 – 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.

**Section 13.76 – Recordings During Investigatory Interview or Loudermill Hearing.** At any time, either party may request that an investigatory interview (interview) and/or a Loudermill hearing (hearing) be recorded, either through a recording device or AI notes. Per State Law RCW 9.73.030, both parties must consent to the recording. In no way may either party use AI notes without consent.

The party requesting the recording will provide the recording equipment. Only one party will be responsible for recording, and the other party will not record at the same time using their own equipment, unless mutually agreed upon.

Every effort will be made to ensure recording devices/microphones will be located in a way that effectively picks up the audio of all individuals in the room. This may include a test prior to an interview or hearing to ensure all participants can be heard clearly on the audio recording.

At the start of the interview or hearing, the date, time, and individuals participating will be identified on the audio recording. At any time, if participants come or go during the process, they will be identified on the recording. Audio recordings will be stopped during a pause, break, recess, or caucus that is requested by either party, and restarted at the conclusion of the pause, break, recess, or caucus.

The City and the Union will have equal access to all audio recordings. The party ~~who~~ that provided the recording will ensure the other party receives a copy of the recording within 24 hours of the conclusion of the interview and/or hearing. If transcription is requested, it must be mutually agreed upon, including who will transcribe and when it will be completed.

## **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~~their 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~~their 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~~them 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~~**their** 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 - 2026 Salary Schedule.** Effective January 1st, 2026, all classifications will receive COLA of 4%, and the following classifications will receive a market adjustment as follows:

Market Adjustment: Effective January 1, 2026, classification pay ranges will be increased at the percentage identified for those positions that are under market. Market adjustment will be applied prior to COLA adjustment. No increase to employee pay will occur for market range adjustments. If the pay range is above the market, there is no decrease to the pay range.

Grade	FLSA	Position Title	2026	Monthly	
			Minimum	Midpoint	Maximum
FS20	NE	Fire Support Administrative Assistant	\$5,910.81	\$6,945.21	\$7,979.60
FS21	NE	Fire Support Administrative Specialist	\$6,263.24	\$7,359.30	\$8,455.37
FS35	NE	Fire Support Department Administrative Coordinator	\$7,007.39	\$8,233.68	\$9,459.97
FS25	NE	Fire Support Program Coordinator	\$7,546.41	\$8,867.03	\$10,187.65
FS30	NE	Fire Mechanic	\$7,354.44	\$8,641.46	\$9,928.49
FS40	NE	Fire Apparatus Program Supervisor	\$8,641.45	\$9,937.66	\$11,233.88

**Section 16.2 - 2027 Salary Adjustment.** 2027: First half 2026 Bellevue/Seattle/Tacoma CPI-W with a 2% minimum and 5% maximum

**Section 16.3 - 2028 Salary Adjustment.** 2028: First half 2027 Bellevue/Seattle/Tacoma CPI-W 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 – Experience Recognition Pay.** Experience Recognition Pay will be paid to regular full-time employees as follows:

Completed Years	Monthly Experience Recognition Pay	Annual Experience Recognition Pay
5 Years	\$200	\$2,400
<u>10 Years</u>	<u>\$250</u>	<u>\$3,000</u>
15 Years	\$300	\$3,600
<u>20 Years</u>	<u>\$350</u>	<u>\$4,200</u>
<u>25 Years</u>	<u>\$400</u>	<u>\$4,800</u>

~~Part time employees will receive a prorated portion of service award based on the employee's~~ Part-time employees will receive a prorated portion of the service award based on their 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 ~~F~~fire ~~M~~mechanic or ~~F~~fire ~~A~~apparatus Program Supervisor will receive a tool allowance of \$100 per month. Employees who receive the tool allowance are required to submit tool replacement receipts to their supervisor throughout the year for tools that are purchased for use on the job.

~~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 one thousand, two hundred dollars (\$1,200) per calendar year. In the event an employee purchases tools or toolboxes exceeding \$1,200 in any given calendar year, reimbursement will be made only for \$1,200. 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~~ Standard Operating Guideline Personnel – 018.

All purchases must follow the uniform allocation standards and procurement procedures outlined in the ~~SOG~~ Standard Operating Guideline. Uniform items beyond the initial allocation must be pre-approved by the employee's supervisor and coordinated through the Logistics Officer using department-approved vendors.

The City shall not be responsible for reimbursing or covering the cost of any uniform or apparel purchased outside of this approved process.

**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 – 4.00	5% increase

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

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

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

**16.11 – Promotional Pay Raises.** An employee who is promoted receives a pay increase on the effective date of the promotion. The increase is a minimum of seven percent (7%) or to the minimum of the new pay range, whichever is greater. The employee's pay anniversary date is adjusted to the date of the promotion.

## **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~~ the employee 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 or designee 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 their normal day's work schedule as set forth in Section 19.2 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 as detailed in the table below, provided, that in the case of a different work schedule, authorized overtime shall be that in excess of such work schedule. If an employee works seven straight days, it is the responsibility of the employee and/or their supervisor to properly code the double time on the employee's time sheet. If the time is not coded correctly, the supervisor must submit a correction request to Payroll.

Work which must be performed on Sunday or on a City Holiday shall be compensated at two (2) times the employee's regular hourly rate. Rates may not be pyramided, meaning if a holiday falls on a Sunday or the Employee's seventh straight day of work, the employee will only receive two (2) times the employee's 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 8 minutes or more, the employee will be paid for 15 minutes (rounding up); conversely, if an employee works less than 8 minutes, the employee will be paid for zero time (rounding down). For the purpose of computing overtime, all authorized holidays, sick leave, bereavement, and vacation leave shall be considered as time worked.

<u>Example Work Schedule</u>	<u>Double Time for Seventh Day</u>
<u>Monday-Friday (5/8, 9/80, 4/10)</u>	<u>Sunday</u>
<u>Tuesday-Saturday (5/8)</u>	<u>Monday</u>
<u>Wednesday-Sunday</u>	<u>Tuesday</u>
<u>Thursday-Monday</u>	<u>Wednesday</u>
<u>Friday-Tuesday</u>	<u>Thursday</u>
<u>9/80 Tuesday-Saturday (Tuesday Flex)</u>	<u>Monday</u>
<u>9/80 Sunday-Thursday (Thursday Flex)</u>	<u>Saturday</u>

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

<b>If the normal workday is:</b>	<b>Then the part-time employee is compensated</b>
Less than eight (8) hours	Straight time pay up to eight (8) hours, then time-and-a-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.

~~Callback—Employees called back outside of their usual working hours or while on their day off, shall be compensated for the actual time spent, but in no event shall such compensation be less than two (2) hours at their overtime rate.~~

Callback – Employees called back outside of their usual working hours or while on their day off, shall be compensated for the actual time spent, but in no event shall such compensation be less than two (2) hours at their overtime rate.

All overtime must be authorized in advance. Employees may not independently determine the need for overtime or assume entitlement to compensation without authorization and preapproval from their supervisor.

**Section 18.2 - Standby Duty.** Employees assigned to standby duty during their time off shall be paid 20% of their regular straight-time hourly rate for each hour of standby.

Employees assigned to standby on paid holidays specified in Article 23 Section 23.2 shall be paid 25% 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.

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.

**Section 18.3 – Compensatory Leave in Lieu of Overtime Pay.** An employee entitled to overtime pay may request compensatory time in lieu of cash payment at the overtime rate. Supervisors have discretion to approve or disapprove requests for compensatory time on a case-by-case basis. If a supervisor or manager approves an employee's request for compensatory time, the employee shall be credited with compensatory leave time at the rate of one and one-half (1 ½) times or two (2) times the number of hours worked as overtime, in accordance with overtime worked as specified in Article 18.1. However, no employee may accumulate compensatory leave in excess of 120 hours at any time.

An employee should generally make requests to take compensatory leave in the same manner as when requesting vacation leave.

Compensatory time may be cashed out through the employee's timecard.

Upon separation or termination of employment or transfers to a position within the City without compensatory leave, employees will be paid for any accrued but unused compensatory time hours at their regular rate of pay at the time of promotion, separation, termination, or transfer.

## **ARTICLE 19. HOURS OF WORK**



**Section 19.1 – Work Week.** The normal workweek for payroll and FLSA purposes shall be Monday through the following Sunday.

**Section 19.2 – ~~Alternative/Flexible Work Schedule.~~** A normal workweek schedule for full-time Employees shall consist of 40 hours of either:

5/8 = Eight hours, five days per week;

4/10 = Ten hours, four days per week; or

9/80 = 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 management. 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.~~

Flex time is a temporary variation in the employee's standard/alternative work schedule, upon supervisor approval, within the same work week. It allows for the adjustment of an employee's hours of work for a single workday or work week. Employees may work a flexible work schedule, with the mutual agreement of the employee and their supervisor.

**Section 19.3 – Breaks and Meal Period.** Each normal workday will include an unpaid meal period of between thirty minutes to one (1) hour and two (2) paid fifteen (15) minute breaks.

Employees may request to waive their meal period on a regular basis or from time to time. When waiving the meal period, the hours of work remain the same, but the time spent at work is reduced by the duration of the waived meal period. Employees may not waive their breaks.

For the occasional request to waive their meal period, employees will submit a request to their supervisor in writing. Any approval must also be in writing. If such requests occur regularly and frequently, the supervisors may direct employees to complete and submit a meal waiver form.

To waive their meal period on a regular basis, employees will submit a meal waiver form to their supervisor. After receiving approval, employees may reinstate their meal period at any time by simply notifying their supervisor. Supervisors may rescind authorization for the employee to regularly waive the meal period after 15 calendar days' notice to the employee.

**Section 19.4 – Telecommuting.** The Employer supports telecommuting as a flexible work arrangement and allows supervisors to implement telecommuting arrangements for eligible employees, in accordance with Chapter 11.30 within the Personnel Manual.

## **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.~~ Employees shall accumulate and use Washington Paid Sick Leave (WASL) and Regular Sick Leave (RSL) in accordance with the City’s Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave and/or the sick leave bonus, the City shall provide notice and an opportunity to bargain with the Union prior to implementing any change. Employees shall have the right to grieve if the Personnel Manual language is not followed.

**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 of 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~~their 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
Juneteenth	Christmas Day
Independence Day	One (up to 8 hours) Floating Holiday
Labor 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.

If a holiday falls on an employee's regularly scheduled day off, the employee has the option to flex another day off during the same work week with supervisor approval, or a compensating day off with pay, of eight (8) hours, shall be added to the employee's earned vacation. Holiday hours are prorated for part time employees.

**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~~ forty (40) ~~days~~ hours off with pay, upon approval of the ~~Department Director~~ Fire Chief or designee, in the event of a death or serious illness with impending death in the immediate family of the employee. Bereavement leave is pro-rated for part-time employees. “Immediate Family” shall be defined as spouse, domestic or committed partner, child, stepchild, mother, father, stepparent, grandparent, brother, sister, mother-in-law, father-in-law, persons living in the employee’s immediate household, and child, parents, and grandparents of the employee’s spouse, domestic or committed partner.

Any Bereavement Leave shall be used within six (6) months from the date of death or may be extended by up to an additional six (6) months with the approval of the Fire Chief or their designee. 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 at~~ at the discretion of the ~~Department Director~~ Fire Chief or designee and shall be deducted from accrued annual ~~vacation~~ leaves (i.e. vacation, sick leave, compensatory time, floating holiday) ~~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.

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

**The** 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.

**Section 26.3 – HRA VEBA Contributions.** Mandatory IAFF Support employee contributions shall be deducted from each employee's pay and deposited into that employee's HRA VEBA each month. The HRA VEBA monthly deductions shall equal one hundred dollars (\$100). The deduction shall be deducted from the employee's pay on the second paycheck of the month (on or about the 25<sup>th</sup> of each month).

**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 Tuition Reimbursement 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.

Part-Time Hours/Week	Holiday Pro-Ration Schedule
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~~ Before contracting ~~out~~ and/or assigning work normally performed by union members to non-bargaining unit workers, the Employer will follow the following provisions: ~~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.~~

### 1. Right of First Refusal

Before contracting out or assigning work that is normally performed by bargaining unit members, the Employer ~~will~~ first offer the work to qualified bargaining unit members on an overtime basis.

- “Normally performed” means work that has been a consistent, assigned duty within the employee’s classification and scope -- not occasional or incidental.
- “Qualified” means possessing the relevant training, experience, licensure or certifications, and demonstrated competency necessary to complete the work to the Employer’s standards of quality and within required timeframes.

### 2. Contracting Conditions

If no qualified bargaining unit members accept the work, or if the work exceeds capacity, the Employer may:

- Assign the work to other bargaining unit members, or
- Contract out the work to non-bargaining unit workers.

### 3. Scope and Intent

Contracting projects are limited ~~in~~ scope and duration, typically of a more technical or specialized nature, ~~and~~ may be used for recruiting efforts or other justifiable reasons. The intent of this provision is not to avoid hiring additional bargaining unit members or to circumvent overtime pay obligations.

## **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 SEPARATION**

**Section 33.1 – Unused Floating Holiday Upon Separation.** At the time of separation, for any unused floating holiday hours, the employee receives 50% paid if separating prior to July 1, or 100% paid if separating after June 30. This pay for unused floating holiday hours at the time of separation shall be contributed to the employee's Health Reimbursement Arrangement Voluntary Employees' Benefit Association (HRA VEBA) account.

**Section 33.2 - Sick Leave Payout at Retirement.** Any sick leave paid out per the Redmond Personnel Manual Section 7.120 shall be contributed to the employee's HRA VEBA account.

**Section 33.3 – Unused Vacation and Compensatory Leave Upon Separation.** At the time of separation, pay for unused vacation and compensatory time shall be contributed to the employee's HRA VEBA account.

**Section 33.4 - Last Day Worked.** When an employee voluntarily resigns [their employment](#), the last day worked is considered the last day on the City's payroll, which may be extended by up to two weeks through the use of:

- [Vacation, floating holiday and/or compensatory time upon the employee's request and the Fire Chief or designee's approval, and/or Sick leave upon the employee's request, supported by approved medical documentation, and the Human Resources Director's approval.](#)

## **ARTICLE 34. 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 35. 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 36. DURATION OF AGREEMENT**

The effective date of this Agreement shall be January 1, 202~~6~~<sup>3</sup> and remain in full force and effective through December 31, 202~~8~~<sup>5</sup>. 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.

Date: \_\_\_\_\_

CITY OF REDMOND

Date: \_\_\_\_\_

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS UNION, LOCAL #2829

\_\_\_\_\_  
Angela Birney, Mayor

\_\_\_\_\_  
Raina Clark, President

Attest:

\_\_\_\_\_  
Cheryl Xanthos, City Clerk

\_\_\_\_\_  
Jacob Stoddard, Secretary