



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

CITY OF REDMOND – PUBLIC SAFETY TELECOMMUNICATORS

June 29, 2026

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa.
Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

THIS AGREEMENT effective January 1, 202~~6~~², is entered into by and between the CITY OF REDMOND, Washington, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 117, hereinafter referred to as the "Union," representing the ~~Police Support~~ Public Safety Telecommunicators Bargaining Unit.

ARTICLE 1, DEFINITIONS

- 1.1 "Employer" shall mean the City of Redmond, Washington.
- 1.2 "Union" shall mean Teamsters Local Union No. 117.
- 1.3 "Employee" shall mean any y person individual employed in the bargaining unit covered by this Agreement. Throughout this Collective Bargaining Agreement, the term "Employee" includes all individuals covered by this CBA. The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender as well.

- 1.4 "Bargaining Unit" shall mean all employees in the Redmond Police Department described in Article 2, Section 2.1.
- 1.5 "Emergency" shall mean an unforeseen combination of circumstances requiring immediate action.
- 1.6 "Domestic Partner" means a person who is part of a registered domestic partnership that is currently recognized as being in effect under RCW Chapter 26.60.
- 1.7 "Part-Time Employee" means regular status employees who work between 20 and 37.4 hours per week on a continual basis and are member of the bargaining unit and are entitled to all the benefits of this agreement. They are paid proportionately to the full-time pay scale. They shall accrue credit towards service recognition pay, be paid for holidays, bereavement leave, accrue vacation hours, and accrue sick leave hours, on a pro-rated basis and in accordance with the Redmond Personnel Manual.

ARTICLE 2, RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 **Recognition** - ~~The Employer shall recognize the Union as the sole collective bargaining agent for all regular full-time and regular part-time non-commissioned employees employed by the City of Redmond in its police department, excluding the Chief of Police, uniformed personnel within the meaning of RCW 41.56.030(7), confidential employees and supervisors.~~ All full-time and regular part-time employees as defined in Article 1.3 excluded employees include Chief of Police supervisors, confidential employees, and all other employees.
- 2.2 **Notification** – All regular full-time and regular part-time employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.
- 2.3 **Union Orientation** – Within seven (7) calendars days of a new, transferred, promoted, or demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.
- 2.4 **Union Dues and Fees** - The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in

effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

- 2.5 **Dues Cancellation** – Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.
- 2.6 **Teamsters Legal Defense Fund** – The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.
- 2.7 **Indemnification/Hold Harmless** – The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.
- 2.8 **Supplemental Employees** - Employer shall limit the use of supplemental employees as provided in the Personnel Manual, with the following additional parameters for the job classifications covered by this bargaining unit:
- 2.8.1 Supplemental employees shall not be in the bargaining unit, but the bargaining unit shall have the right to question the continued supplemental status (as defined by Personnel Manual) of the employee.
- 2.8.2 If the time limitations provided for in Personnel Manual for the use of supplemental employees are exceeded, the employee shall remain as a supplemental employee, provided that the bargaining unit shall have the right to give the Employer notice of the violation, and the Employer shall then have thirty (30) days to resolve the situation either by terminating the supplemental employee or initiating a Civil Service process to fill the position. . Additionally, the City may not unilaterally employ an employee in supplemental status for

longer than twenty-four (24) total calendar months. If, after twenty-four (24) months, the same employee remains in supplemental status, the parties must either mutually agree to extend that person's supplemental employment period within the parameters of using supplemental employees in Chapter 5 of the Personnel Manual, convert that position to a regular part-time or full-time position, or end that person's supplemental employment.

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

New Section: **Special Project Employment** – The Employer may offer bargaining unit members temporary employment into special project assignments, not to exceed twelve (12) months, on a strictly voluntary basis. Special project assignments will be filled using an open selection process for eligible employees. Employees opting to work special project employment shall remain members of the bargaining unit and subject to the provisions of the collective bargaining agreement. The parties agree to fulfill any bargaining obligations they may have under RCW 41.56 regarding the establishment of special project employment.

ARTICLE 3, UNION RIGHTS

- 3.1 **Union Stewards Time Off** - A Union steward who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiating Committee) may, at the discretion of the Chief or his designee, be granted time off while conducting contract negotiations or grievance resolution, including arbitration proceedings, on behalf of the employees in the bargaining unit provided:
- They notify the Employer at least forty-eight (48) hours prior to the time off; unless such notice is not reasonably possible;
- The Employer is able to properly Staff the employees job duties during the time off; and
- The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time off.

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

- 3.2 Union Investigative and Visitation Privileges** - Representatives of the Union may with the permission of the department head or his designee visit the work location of employees covered by this Agreement at any reasonable time and location for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement.
- 3.3 Bulletin Boards** - The Employer shall provide suitable space for a bulletin board to be used by the Union.
- 3.4 Union Communication** - The Union shall be allowed reasonable use of City's email and phone/voice mail systems to communicate with members.
- 3.5 Steward Training** - Union Shop Stewards may be allowed without loss of pay to participate in Union training seminars that are mutually beneficial to the Union and the Police Department. Training time off must be approved in advance by the Chief of Police or designee and will be contingent upon the department's ability to provide proper work coverage during the requested time off.
- 3.6 Labor Management Committee** - There shall be a Labor Management Committee comprised of members/representatives of the Union and management representatives. Non-committee members may attend committee meetings. The committee shall meet at least quarterly to discuss issues of continuing importance to the Union and/or Employer. More frequent meetings may be held at the request of either party, provided five (5) days' notice of the meeting is given, together with notice of the intended topics for discussion. Nothing herein shall constitute a waiver of either party's right to demand collective bargaining of intended or actual changes in mandatory subjects of bargaining. Union representatives to the committee shall be allowed to perform committee functions while on duty, subject to approval of their shift supervisor.

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

- 4.1 Workweek** - Except as otherwise provided for in this Article, the workweek for all members of the bargaining unit shall be forty (40) hours. The workweek shall be defined as the seven (7) day period from Monday through Sunday.

4.1.1

Work Schedule day & Work Cycle – Dispatch – The workday for dispatch Telecommunication employees, including both DispatcherTelecommunicators and ~~the~~ Lead DispatcherTelecommunicators, shall consist of ten (10) consecutive hours. The start of the workday begins at the discretion of the City.

Lead Telecommunicators may be assigned across all shifts to ensure effective supervision and coverage. Lead Telecommunicator assignments may be rotated to balance the span of control and ~~The~~ Lead DispatcherTelecommunicator ~~may be assigned to work the schedule and work cycle contained herein or a different schedule and work cycle~~ as determined by the Employer, provided such different schedule and cycle may not exceed forty (40) hours in a work week.

The work cycle for Dispatch employees shall be a cycle composed of a total of seven (7) periods as follows: (a) three (3) consecutive periods consisting of five(5) consecutive workdays followed by three (3) consecutive days off, (b) followed by one (1) period of five (5) consecutive workdays followed by four (4) consecutive days off, (c) followed by two (2) periods of four (4) consecutive workdays followed by four (4) consecutive days off, and then (d) one (1) period of four (4) consecutive workdays followed by three (3) consecutive days off, and then repeat the cycle. Dispatch employees may be assigned to begin this schedule at any point of the schedule cycle.

Effective February 1, 2027, the work shifts shall be as follows:

Upon mutual agreement of a DispatcherTelecommunicator and the City, a DispatcherTelecommunicator may work an alternate forty (40) hour work schedule, provided that the City's agreement shall be in its sole discretion, and the City may in its sole discretion at any time rescind its agreement to the alternate schedule.

<u>Shift</u>	<u>24 hour</u>	<u>12-hour</u>
<u>#1 – Day</u>	<u>0600 – 1600</u>	<u>6:00am – 4:00pm</u>
<u>#2 – Swing</u>	<u>1000 – 2000</u>	<u>10:00am – 8:00pm</u>
<u>#3 – Mid</u>	<u>1300 – 2300</u>	<u>1:00pm – 11:00pm</u>
<u>#4 – Night</u>	<u>1600 – 0200</u>	<u>4:00pm – 2:00am</u>
<u>#5 - Overnight</u>	<u>2000 – 0600</u>	<u>8:00pm – 6:00am</u>

Minimum staffing on weekdays will be two (2) staff from 0200 to 1000 and three (3) staff from 1000 to 0200. Minimum staffing on the weekends and holidays will be two (2) staff from 0200 to 1100 and three (3) staff from 1100 to 0200. For the purposes of minimum staffing, telecommunicators, telecommunicator leads, and working supervisors shall be counted towards minimum staffing numbers. At the discretion of the Police Chief or designee the minimum staffing levels may be adjusted upon operational needs temporarily.

The parties agree that, if an employee works a shift during which staffing falls below the above minimums, and the department is unable to secure coverage to meet the minimum staffing the agreed-on remedy shall be for impacted staff to be paid at the overtime rate (1.5 times regular rate) for each hour that they work short staffed. This compensation is not eligible for compensatory time.

In the event that an off duty employee is called in and works for shift coverage with less than six (6) hours' notice, they shall be paid at two (2) times the employee's normal rate of pay. This compensation is not eligible for compensatory time.

A workday for Telecommunicator Dispatch employees shall include at least a thirty (30) minute meal period and three (3) fifteen (15) minute rest periods. Employees assigned as DispatcherTelecommunicators shall be subject to immediate-on call during meal and rest periods, and are paid. Subject to prior approval, and within the sole discretion of the supervisor, rest and meal periods may be combined.

4.1.-- Emergency Suspension. During a declared emergency (such as a natural disaster or other -high-casualty event or critical incident), Management may temporarily suspend the quick turnaround provision to meet immediate operational needs. If necessary, the City shall make provisions for employee meals and rest facilities. The City will restore normal scheduling as soon as practicable and will compensate employees for applicable premiums.

New Language Review Meeting: Impact of the new contract language will be an agenda item for the third quarter 2027 labor management meeting.

4.1.2 ~~Workday -- Police Support Services Specialists, Property/Evidence Technician, Crime Analyst, Administrative Assistant, Police Program Coordinator, and Legal Advocate~~ ~~The workday for Police Support Services Specialists, Property/Evidence Technician, Crime Analyst, Administrative Assistant, Police Program Coordinator, and Legal Advocate shall consist of eight (8) hours within nine (9) consecutive hours to a maximum of forty (40) hours per week, or ten (10) hours within eleven (11) consecutive hours to a maximum of forty (40) hours per week. These hours may be scheduled by the Employer between 7:00 a.m. and 8:00 p.m. unless mutually agreed upon by the employee and their supervisor to schedule at alternative times. Except in emergency situations (or when agreed to by the employee and their supervisor), an employee shall receive at least fifteen (15) days advance notice of schedule changes.~~

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

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

- 4.1.3** **Flextime** - Flextime schedules varying from the hours described herein will be allowed as mutually agreed by the employee and the Employer. Such adjustments will be on a straight time, hour-for-hour basis within the same work week without regard to the provisions of Section 4.2 Overtime.
- 4.1.4** **FLSA Exempt Employees** - In the event there is an employee in a position determined to be exempt from overtime under the federal Fair Labor Standards Act (FLSA), the employee shall work schedules set by the Employer in light of the nature of the work. Starting and ending times are approximate, reflective of the flexibility inherent in the FLSA exempt status. Absences of up to four (4) hours shall not be recorded or charged to a leave bank. Absences of four (4) hours or more shall be charged to the appropriate leave bank as eight (8) hours. Exempt employees shall be expected to work forty (40) hours per week as provided for in Section 4.1.
- 4.1.5** The afore-referenced schedules shall apply except for regular scheduled shift changes or bona fide emergencies declared by the Mayor or Chief of Police which could not otherwise be anticipated and which might require deviating from the schedule.
- 4.2** **Overtime** - Overtime shall be that time (a) a full-time non-exempt employee works in excess of the regularly scheduled workday or workweek, or in any event, hours in excess of forty (40) hours in any workweek, or (b) a regular part-time non-exempt employee works in excess of ~~eight~~ ten (~~10~~8) hours in any one day or in excess of forty (40) hours in any workweek as defined in 4.1. When computing overtime, authorized paid leave shall be treated as time worked. Overtime shall be paid at one-and-one-half (1-1/2) times the regular rate of pay.
- 4.2.1** All overtime shall be authorized in writing in advance by the employee's supervisor, or within twenty-four (24) hours after the work has been performed, or such longer time as is reasonable under the circumstances, in order to qualify as paid or compensatory time. Overtime shall be compensated by compensatory leave or by overtime pay in accordance with Section 4.6, et seq.
- 4.2.2** All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.
- 4.2.3** **Quick Turnaround Provision** - To avoid fatigue and ensure employee safety, an employee shall not work in excess of fourteen (14) consecutive hours. Employees shall have at least ten (10) hours off in between work shifts (regular or mandatory overtime). In emergency circumstances, these rules do not apply.

New **Overtime Assignment** – The Employer will cover absences via shift extensions before resorting to day-off mandatory overtime. The Employer will exhaust all other options before assigning day-off mandatory overtime to an employee with vacation leave attached to that regular day-off. The parties agree to memorialize in written procedure the current overtime assignment process.

4.3 **Administrative Leave (Exempt Employees)** - FLSA exempt employees are granted forty-eight (48) hours of administrative leave each calendar year in recognition of hours worked beyond the standard workweek. Administrative leave is prorated for exempt part-time employees and for employees who start mid-year. Exempt employees who work no hours outside the standard workweek are not granted administrative leave. Section 6.26 of the Personnel Manual shall govern the use of Administrative Leave by exempt bargaining unit employees.

4.4 **Callback** - Employees called back to service after completing a duty shift, while on their day off, to attend a court hearing, to attend a mandatory department meeting, or more than three (3) hours before the start of their regular shift, shall be compensated for the actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate as provided for in Article 4.

4.4.1 Employees who make Court or other subpoenaed appearances while off duty shall be required, except for bona fide emergencies, to perform solely that specific assignment.

4.4.2 Employees called back while on vacation or leave of absence shall be reimbursed reasonable transportation costs required to return to duty, provided the employee is more than one hundred (100) miles away from his home. Provided, however, that payment need not be made if the employee schedules vacation after notice is given to the employee or if the employee can reasonably reschedule the vacation or the required appearance date. The employee shall consult with the supervisor as soon as the conflict is known.

4.5 **Training** - All training requests shall be approved or denied by the Training Division. The City will not pay any expenses for an employee who chooses to attend a training that was denied by the Training Division.

4.6 **Compensatory Time** - Compensatory time may be accrued by an employee in lieu of pay for court-time, callbacks, holidays or overtime up to a maximum of one hundred and twenty (120) hours.

~~**4.6.1** The Chief of Police shall have the discretion of permitting additional compensatory leave in lieu of overtime pay in accordance with budget allowances and restrictions and operational need; provided however, all~~

~~compensatory time accrued in excess of one hundred and twenty (120) hours in any calendar year shall be paid on the last payday of November of each year.~~

- 4.6.21** Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Once annual vacation bidding is completed, requests for compensatory time off will be approved or denied within fifteen (15) days of receipt. (This does not prevent a request from being made or granted with less than fifteen days' notice.) Compensatory leave will be approved only when the employee has sufficient earned leave to cover the request. Compensatory leave will be granted on a first-come, first-served basis. In the event two compensatory leave requests are submitted simultaneously, the employee with greater seniority will be given preference.
- 4.6.32** No compensatory time shall be deducted from that accrued to the employee unless the employee actually used that compensatory time or was paid for same or agreed to having it removed for disciplinary purposes.
- 4.6.34** When an employee covers for another employee who has taken compensatory leave, such time shall be compensated as paid time only, not compensatory time.
- 4.7** **Work out of Class** - An employee who is assigned by the Chief or Chief's designee to work in a higher classification for one full shift or more, shall be paid at a rate of ten percent (10%) over the employee's regular rate or at the minimum rate of the higher classification, whichever is greater, for each full hour worked in the higher classification. Under no circumstance shall the out of class rate of pay exceed the maximum rate of the higher classification.
- 4.8** **Standby Duty** - An off-duty employee who is required to keep the Employer informed of their whereabouts and carry an employer issued cell phone or an employee who is required to be available by telephone shall be considered to be on Standby Duty.
- 4.8.1** The Employer shall not require employees to be on Standby Duty without compensation except in the case of bona fide emergencies declared by the Mayor or Chief of Police. Employees shall endeavor, on an entirely voluntary basis, to keep the Employer informed of their whereabouts and/or their availability.
- 4.8.2** Standby Duty shall be authorized only by the Chief of Police or the Chief's designee. When Standby Duty is ordered, which either (a) requires the employee to carry a cellular phone and to respond to a call-out within forty five (45) minutes, or (b) qualifies the employee for standby pay pursuant to the FLSA regulations contained in 29 CFR 551.431 or applicable Washington State laws, such Standby Duty shall be paid for at a rate of twenty percent (20%) of the employee's regular basic hourly rate of pay, provided that an employee assigned

to First Call shall not be deemed to be on Standby Duty.

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

~~4.9~~¹⁰ **Certified Translators** – ~~For the term of this Agreement, e~~Employees certified by a City-approved translation certification process will receive premium pay for providing language services.

In order to receive the certification, pay, the employee must be certified to translate languages recognized by the Department. The Department currently recognizes Spanish, Mandarin Chinese, Russian, and any additional languages designated by the City as constituting the primary language needs of the community. Other languages may be considered by the Chief (or designee) for premium pay after discussion and agreement through the Labor Management process.

Premium Pay for Certified Translators, shall be set at a rate of \$100 per month.

The City will pay for the certification of translators.

~~The Parties will revisit the 4.10 during the next contract negotiations to determine if this manner of certification and pay is effective for both Parties.~~

~~4.10~~⁴ **Daylight Savings Time** - Employees who work a longer shift when the clocks are moved back one hour to Standard time in the fall will be paid for the time in excess of the employee's normal work day at the overtime rate of pay. Employees who work shorter shifts when the clocks are moved forward to Daylight Savings time in the spring will ~~be paid for the full shift. have the option of choosing to work an additional hour so that the employee works a 10-hour shift or to use one hour of paid time off (e.g. vacation, compensatory time, etc., but not sick) at the employee's discretion. If the employee chooses to work an additional hour the employee, with supervisory approval, can choose to work the hour at the beginning or the end of the shift.~~

~~4.12~~¹ **Essential Personnel** –All positions in the bargaining unit are essential to the mission of the Police Department as determined by the circumstances of an event and at the discretion of the Police Chief or designee.

~~4.13 Telecommuting~~ Upon mutual agreement, employees may be approved to work from home, if operationally feasible, and pursuant to Personnel Manual, Section 11.30.

4.124 Workout and Wellness Activities - Employees may work out at the City of Redmond fitness room before or after their shift or during their lunch break. Additionally, an employee may request and a supervisor may, at their discretion, allow an employee to take an additional fifteen minute break following a difficult incident. This break generally should not be attached to an existing break and when possible taken immediately following the event and preferably not deferred to a later time. A break extension or additional break shall not result in a loss of pay or incur overtime. A supervisor's decision to deny a break request shall not be grievable.

ARTICLE 5, SENIORITY AND PERSONNEL REDUCTION

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

- a. "Bargaining Unit Seniority" means the length of an employee's most recent Continuous Employment within the ~~Telecommunicators~~Police Support bargaining unit (the "Bargaining Unit") measured from his/her first compensated day of employment in the Bargaining Unit, and shall include the time spent in the Police Support bargaining unit.

Part time employees will accrue bargaining unit seniority on a pro-rata basis based on their FTE percentage.

- b. "Seniority in Classification" means the length of an employee's most recent Continuous Employment in a classification in the Bargaining Unit (which shall include service in any higher classification as provided in this Article) measured from the first date of employment in that classification or a higher classification in the Bargaining Unit. ~~Seniority in the Classification of Support Services Specialists, and Lead Support Services Specialists who previously worked in the Communications Division means the length of the employee's most recent Continuous Employment in the Bargaining Unit measured from the first date of employment in the Communications Division.~~

- c. "Continuous Employment" means a continuous period of employment in the Bargaining Unit that is unbroken by resignation, discharge or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Subsection 5.5 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be

offered reemployment or promotion pursuant to Subsection 5.5.1 of this Agreement. A transition from part time employment to fulltime employment, and vice versa, shall not break Continuous Employment. Upon a break in Continuous Employment an employee shall lose all seniority.

- d. "Order" means the order of Bargaining Unit Seniority or Seniority in Classification arranged from the longest seniority to the shortest. If more than one employee is hired or promoted on the same date, the Order of seniority shall be determined by using the following criteria:
 - 1. The Order of Bargaining Unit Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's unrounded score on the exam for the position held by each employee, respectively. In the event of equal scores, the Order shall be determined by a random means, which once determined shall thereafter be established for all purposes.
 - 2. The Order of Seniority in Classification for employees promoted on the same date shall be determined by the order (from the highest to the lowest) of each employee's unrounded score on the applicable promotional exam. In the event of equal unrounded scores, the Order of Seniority in Classification shall be determined by the Order of each employee's Bargaining Unit Seniority.
- e. "Department" means the City of Redmond Police Department.

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

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

5.4 **Vacation Scheduling** - Vacation scheduling for each year shall be administered for the period of February through January in accordance with Bargaining Unit Seniority by Division during the initial sign-up period. The initial vacation bidding can begin as early as November 15th but no later than December 1 and must be

completed by January 1. Based upon Seniority each member will select their vacation time before the vacation bid moves to the next member in declining seniority rank. After completion of their vacation bid turn, employees will be restricted from making additional vacation request until after the conclusion of the bid period. Thereafter, vacations for that Vacation Scheduling Year shall be administered on a "first come, first served" basis. Once approved, vacation hours may not be changed to compensatory time. After the initial sign up period, compensatory time shall be treated as leave for scheduling purpose as outlined in Article 4.6.2. Bidding will be done in good faith to ensure that the bid is completed by the end of the month of December. Management may limit the amount of time an individual has to bid to ensure the bid is completed by January 1st. Each individual will be guaranteed a minimum of 24hrs to bid.

5.4.1 Requests for vacation leave shall be approved or denied within fifteen (15) days after the close of the initial vacation bid period. Thereafter, all other requests for leave (vacation, floating holiday, compensatory) shall be approved or denied within fifteen (15) days of receipt.

5.4.1.1 Normally one (1) ~~Dispatcher~~Telecommunicator per twenty-four (24) hour day (i.e. day, swing and graveyard shifts together) will be granted vacation leave, except for holidays recognized under Article 7. At least one (1) ~~Dispatcher~~Telecommunicator may be allowed off on vacation on holidays when all the shifts on that holiday are otherwise fully staffed without the use of mandatory overtime. Voluntary overtime holiday leave coverage will be posted for vacation leave requests totaling up to ten (10) hours in the twenty-four (24) hour period. If no one chooses to cover the vacation leave request, the requesting employee will be required to work the holiday.

5.4.1.2 The employer will not revoke approval and/or cancel an ~~dispatch~~ employee's vacation time except in the event of a change that prevents the ~~dispatch~~telecommunication center from being reasonably staffed through the use of overtime. If employer revokes approval or cancels vacation time due to such a change, it shall, within a reasonable time thereafter, inform the employee and the Union of the nature of the change.

5.4.1.3 If more than one (1) member of the communications unit requests time off in the same twenty-four (24) hour period, and the total overtime required to cover the leave requests in that twenty-four (24) hour period does not exceed ~~ten~~seven (~~7+0~~) hours, the additional time off request(s) will be granted, except that a request to use time off will be denied if it creates overtime that cannot be filled by voluntary coverage. The twenty-four (24) hour period begins with the earliest shift start time, example if the first shift begins work at 0600, the period is 0600 to 0600 of the following day. A time off request that requires overtime to cover the request must be made before the applicable monthly overtime calendar is finalized. After the monthly overtime calendar is finalized, a request that creates overtime will be denied unless the employee can find voluntary coverage or can

execute a valid shift exchange.

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

5.4.1.5 Members of the communications unit have the ability to trade shifts so long as those trades are completed within the same pay period ~~defined work week~~, approved by the supervisor, ~~and both employees participating in the trade maintain a 40 hour work week.~~

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

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

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

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

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

If the Employer and the Union cannot resolve the issues raised within thirty (30) days after the Personnel Reduction Notice is posted, both parties agree to submit the issue to binding arbitration on an expedited basis before a single arbitrator, which the parties agree to select, provided that the arbitrator must be available for a hearing and decision within sixty (60) days after the Personnel Reduction Notice is posted. The arbitrator so selected shall hold a hearing and render his/her decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after his/her selection. All employees whose layoff or reduction in classification status might be affected by the results of the arbitration, including the

possibility of being subject to layoff or reduction in classification although the employee was not included in the list of layoffs and reductions in classification in the Personnel Reduction Notice, shall have the right to appear and present their position to the arbitrator.

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

Step 4 Amendment of Reduction - At any time after the Designation Notice the Employer may reduce the number of employees to be laid-off by providing notice to the 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.

5.5.1

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

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

of Bargaining Unit Seniority, during the Re-Employment Eligibility Period.

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

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

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

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

ARTICLE 6, WAGES

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

ARTICLE 7, HOLIDAYS

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

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

- 7.1.1 DispatcherTelecommunicators and Lead DispatcherTelecommunicators** - All DispatcherTelecommunicators and Lead DispatcherTelecommunicators are entitled to thirteen (13) holidays per year as stated in Section 7.1 above. These employees shall be paid for the number of hours in the employee's required workday at their regular rate of pay for the actual holiday date (as opposed to the date recognized by the City). Additionally, if a DispatcherTelecommunicator or Lead DispatcherTelecommunicator is required to work on the actual holiday (any of the 24 hours of the holiday), the employee shall be compensated at the holiday rate of two times the employee's regular rate of pay for all hours worked.

Employees who work a shift starting on a holiday shall receive the above premiums for all hours worked in that shift. For example, an employee who begins their shift at 1700 on the Fourth of July will receive holiday pay for the entirety of their shift (i.e. 10 hours of holiday pay commencing on 1600 (4:00pm) on July 4 to 0200 (2:00am) on July 5).

Employees who work a shift starting on a non-holiday shall receive the above premium only for hours worked during an actual holiday. For example, an employee who begins their shift at 1600 on the Third of July will receive two hours of holiday pay for the two hours of their shift that fall on the Fourth of July (i.e. 3 hours of holiday pay commencing on 0000 (midnight) on July 4 to 0200 (2:00am) on July 4).

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

days of receipt.

7.1.2 ~~**Employees Other than Dispatchers and Lead Dispatcher**~~ – All employees other than Dispatcher and Lead Dispatchers are entitled to thirteen (13) holidays per year as stated in Section 7.1 above. These employees shall be paid for eight (8) hours at their regular rate of pay for the date the City recognizes as the holiday (as opposed to the actual holiday date). To the extent the City mandates a work schedule other than an eight (8) hour work schedule, the employees shall be paid at their regular rate for the number of hours the employees are required to work in the workday for the date the City recognizes as the holiday (as opposed to the actual holiday date). Additionally, if the employee is required, at the Employer's discretion, to work on the actual holiday, the employee shall be compensated at the holiday rate of two times the employee's regular rate of pay for all hours worked.

ARTICLE 8, LEAVES

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

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

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

8.1.2 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, holiday, or compensatory time upon the employee's request and the Chiefs approval.

8.2 Sick Leave - Employees shall accumulate and use Washington Paid Sick Leave (WASL) and Regular Sick Leave (RSL) in accordance with the City's Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to sick leave, the City shall provide notice and an opportunity to bargain to the union prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.

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

Upon death of an employee, regardless of retirement status, 100% of the accrued but unused sick leave, up to a maximum accumulation of nine hundred sixty (960) hours, will be cashed out and paid to the employee's beneficiary(ies). Maximum shall be prorated for Part-Time employees

8.3 Bereavement Leave - Upon the death, or serious illness with an impending death, of a member of the employee's immediate family, the employee shall be entitled to up to forty (40) hours, to be used in full day increments, of Bereavement Leave without loss of compensation for the employee's regularly scheduled shifts not worked during such leave. ~~The forty (40) hours~~ Any Bereavement Leave shall be used within ~~a 14 day period~~ six (6) months from the date of death, or the onset of impending death. Additional time off or length of time to take bereavement leave may be granted if approved in advance by the Employer. Such additional time shall be deducted from vacation, sick, or compensatory leave.

8.3.1 "Immediate family" shall be defined as spouse, Domestic Partner, parent, child, sibling, grandparent, grandchild, mother-in-law, father-in-law, step parent, stepchild, foster-child, legal ward, child of a Domestic Partner; or mother or father of a Domestic Partner.

8.3.2 Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from accrued leave.

8.4 Unpaid Leave of Absence - Unpaid leaves of absences, including unpaid sabbaticals, shall be governed by the Personnel Manual. Leave of absence without pay may be granted to an employee for a period of not to exceed 26 weeks ~~one (1) year~~ by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the Employer providing adequate provision can be made for

replacement of the employee during his absence. Unpaid leaves of absence shall modify an employee's seniority as provided for in Section 5.3 of this Agreement.

- 8.5** **Pregnancy and Parenting Leave** - Employees shall be entitled to leave for pregnancy disability and to care for a newborn in accordance with the City's Personnel Manual. To the extent the City desires to change any provisions in the Personnel Manual relating to pregnancy and parenting leave, the City shall provide notice and an opportunity to bargain to the Union prior to implementing any change. Employees shall have a right to grieve if the Personnel Manual language is not followed.
- 8.6** **Family Sick Leave** - The Employer shall comply with all federal and state laws addressing the use of leave for the care of family members. Paid leave shall be used concurrent with FMLA/FLA leave.
- 8.7** **Shared Leave Program Adopted** - The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below.
- 8.7.1** **Purpose** - The Shared Leave Program enables regular full-time employees to donate vacation, floating holiday leave, and compensatory time, to fellow regular employees of the City who are faced with taking leave without pay or termination due to extraordinary or severe physical or mental illnesses. The program also allows employees to accept donated leave to care for relatives or household members suffering from an extraordinary or severe illness if the duration of the illness will cause the employee to take leave without pay or to terminate his or her employment. Implementation of the program for any individual employee is subject to agreement by the Employer, and the availability of shared leave from other employees. The Employer's decisions in implementing and administering the shared leave program shall be reasonable.
- 8.7.2** **Definitions** - The following definitions shall apply to this provision.
- a. "Employee's relative": Shall mean the employee's spouse, Domestic Partner, child, step child, child of Domestic Partner, grandchild, grandparent, step parent, or parent.
 - b. "Household members": Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
 - c. "Severe or extraordinary": Shall mean serious, extreme, or life-threatening conditions.

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

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

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

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.
- c. The employee has complied with department policies regarding the use of sick leave.
- d. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

8.7.5 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 sick leave and forty (40) hours of vacation leave.

8.7.6 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 applicable leave balance.

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

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

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

ARTICLE 9, INSURANCE BENEFITS

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

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

It is the City's goal to have active participation on the Committee by each bargaining unit and the non-represented employees. The Union will appoint a representative who will actively participate and vote as a member of the Employee Benefits Advisory Committee (EBAC). Without limiting EBAC's

original purpose, EBAC will research increasing healthcare costs, as well as plan design and potential options for health care program delivery in an effort to control health care costs in a manner mutually beneficial to the Employer and the Employees. EBAC will have the authority to recommend changes in the RedMed Self Insurance Plan. Recommended changes will only become applicable to the Union represented employees upon ratification by the Union.

9.2 **Reserved**

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

9.34 **Disability Benefits.** Regular ~~full-time~~ employees who are disabled and unable to return to work on account of illness or injury for a ~~continuous~~ period in excess of three (3) months, and who have used all of their sick leave and vacation benefits, shall receive, for a period not to extend beyond the end of six (6) months of ~~continuous~~ absence from work, disability benefits in the following amounts, less Workers' Compensation Benefits and any amounts paid to the employee from or on behalf of the City, received during the corresponding pay periods, based on length of ~~continuous~~ City employment prior to the last day of work:

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

An employee shall not be eligible for the disability benefits as provided in this Section if the employee has previously received such benefits within the five (5) years immediately prior to the last day of work prior to the disability. If the City makes any improvements or changes to these benefits in the City personnel manual, the Union shall have the right to review and adopt the changes or any portion thereof.

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

9.56 **Retirees' Welfare Trust.** ~~On behalf of the employees, the City agrees to coordinate payroll deductions and make Employee-funded contributions to the Teamsters' Retiree's Welfare Trust, which will be administered by Northwest Administrators, Inc. The Union and the City have agreed the funds will be~~

~~deducted from the Employee's pay as set forth below and contributed to the Retiree's Welfare Trust. These deductions in pay are authorized by this Agreement and no further action is needed by the Employees to authorize the deduction set forth herein. These deductions in pay shall continue for the term of the Agreement or until the City receives written notice from the Union regarding either a change in the contribution amount to Retiree's Welfare Trust or the dissolution of the Retiree's Welfare Trust.~~

~~Based on December 2025 hours, e~~Effective January 1, 2026², and each month thereafter during the period this Collective Bargaining Agreement is in effect, the City agrees to ~~deduct~~pay the sum of \$94.85 per month through payroll deduction from the second paycheck of the month of ~~for benefits under the "RWT-Plus Plan" during the period this Collective Bargaining Agreement is in effect, the City agrees to remit payment to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month.~~ each employee covered by this Agreement and contribute to the Retiree's Welfare Trust for the RWT-Plus plan for employees who were compensated for 80 hours or more during the preceding month (for the first month's deduction the preceding month will be April).

The City makes no representations regarding the validity or legality of the Retiree's Welfare Trust, or the tax consequences relating to the contributions to the Retiree's Welfare Trust, and takes no responsibility for establishing, implementing, overseeing, managing, or any other responsibilities for the Retiree's Welfare Trust, other than making the contributions set forth above. The City will not have fiscal responsibility nor legal accountability for the Retirees' Welfare Trust.

9.76

~~Western Conference of Teamsters Pension Trust Plan (Plan). The City and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the Plan, and that if a majority of members vote in favor of participation, all members must participate. The city agrees to divert from the wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or the Plan's Trust.~~

ARTICLE 10, UNIFORMS

10.1

Uniform and Equipment - The Employer shall provide each bargaining unit member, upon hire, one outer garment and two shirts of their choosing. Bargaining unit members may choose to wear the provided garments or other garments meeting the requirements for non-commissioned attire in Redmond

Police Department Policy No. 1024. Bargaining unit members are expected to adhere to the applicable personal appearance standards in Redmond Police Department Policy No. 1023.

~~Program Coordinator required to wear a uniform with the following authorized uniforms and equipment.~~

~~1 Jacket~~

~~2 Polo Shirts with Department Logo~~

~~The Employer shall provide each Property and Evidence Technician with the following authorized uniforms and equipment.~~

~~1 Jacket~~

~~2 Pants~~

~~2 Shirts~~

~~1 Belt~~

~~1 Approved Footwear (pair)~~

~~Employer will provide uniforms and equipment to employees required to wear uniforms.~~

~~Changes to uniform and equipment items and/or practices may be made by mutual agreement of the parties.~~

New Uniform Committee

One representative from the Telecommunicators bargaining unit may participate in the Uniform Committee established pursuant to the Police Support Bargaining Unit.

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

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

ARTICLE 11, MISCELLANEOUS

11.1 **Training** - When any employee is required to attend training courses, unless otherwise paid for, the entire costs shall be borne by the Employer by making arrangements to be billed by the school in advance for tuition and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by State Law, the Employer shall make every effort to

obtain authorization for payment of expenses in advance to the end that the employee shall not be required, to the extent possible, to attend such schools under a "pay out of your own pocket and be reimbursed" arrangement.

- 11.1.1** Any employee attending required training on the individual's normal scheduled days off shall be compensated at the overtime rate or receive compensatory time off as provided for in this Agreement. Upon fifteen (15) days prior notice, or by mutual agreement, an employee's weekly work schedule may be adjusted by the Employer in the same week to minimize the payment of overtime. Travel time to training shall be compensated according to the provisions of the federal Fair Labor Standards Act (FLSA).

11.2 Tuition Reimbursement Program - Tuition reimbursement shall be governed by the Tuition Reimbursement Program as provided in the Personnel Manual.

- 11.32** **Probation Period** - All newly hired employees or former employees who have been rehired shall be subject to a probation period which is considered an integral part of the selection process. During the probation period an employee is required to demonstrate suitability for the position by actual performance of the work. The employee may be terminated at any time during the probation period without cause. The probation period shall be one (1) year for ~~Communications Dispatcher~~ Telecommunicators, and Lead ~~Communications Dispatcher~~ Telecommunicators, and six (6) months for all other members of the Bargaining Unit, except as modified by Section 2.5.3.

- 11.43** **Performance of Duty** - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working attire, ready to perform their assigned duties and that there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

- 11.54** **Part-Time Employee Benefits** - The benefits for regular part-time employees in the bargaining unit shall be adjusted from the benefits provided for full-time employees elsewhere in this Agreement as provided in the Personnel Manual as hereafter amended or revised.

11.65 **Civil Service, Discipline, and Discharge**

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

- a. to the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and

- b. to the extent the labor agreement addresses a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service also does so, the labor agreement shall prevail. The Employer and 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 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.

11.65.2

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

11.65.3

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

11.65.4

Change of Law Relating to Civil Service - The Union and the Employer acknowledge that the mandatory application of Civil Service to employees of this bargaining unit is an unsettled issue. If (a) the holding of Teamsters v. Moses Lake, 70 Wn. App. 404, 1993, is overruled by the Washington State

Supreme Court, or (b) statutory amendments are adopted which exclude the employees of this bargaining unit from coverage of the state Civil Service statute, the parties agree that the employees and all bargaining unit positions shall immediately cease to be governed by any Civil Service laws and regulations of the state or the Employer, and that the following provisions of this Agreement shall immediately be terminated and be of no further force and effects: the last sentence of Section 8.4; and Section 11.5.

11.76 **Removal of Warning Letters** - Warning letters (which shall not include written reprimands) shall not remain in the employee's personnel file for longer than twelve (12) months; provided however, if repeated offenses or deficiencies occur during the period, all such notices may remain in the file until twelve (12) months has elapsed without further offenses or deficiencies.

11.87 **Non-Discrimination** - The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, national origin, citizenship or immigration status, creed, religion, age, sex, gender identity, gender expression, marital status, sexual orientation, honorably discharged veteran or military status, Union membership, or the presence of any sensory, mental or physical disability.

ARTICLE 12, GRIEVANCE PROCEDURE

12.1 **Grievance Definition** - A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.

Step 1 - An employee and/or the Union, may raise a grievance. All grievances shall be presented within twenty-one (21) calendar days of the occurrence or the date the employee actually knew or reasonably should have known of the occurrence of an alleged grievance, whichever is later. The Union or the Employee may bring said grievance to the attention of the affected employee's direct or immediate supervisor in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. If multiple employees are affected, the Union shall identify the appropriate direct or immediate supervisor to bring the grievance to.

Step 2 – The direct or immediate supervisor shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the supervisor's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the supervisor's response, submit the grievance to the Police Captain/Manager in writing for adjustment.

Step 3 - The Police Captain/Manager shall respond in writing to the alleged

grievance within fourteen (14) calendar days. If the Police Captain/Manager's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Police Captain/Manager's response, submit the grievance to the Police Chief in writing for adjustment.

Step 4 - The Police Chief shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Police Chief's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Police Chief's response, submit the grievance to the Mayor in writing for adjustment. Upon failure of the Mayor to resolve the alleged grievance within the following fourteen (14) calendar day period, the Union shall then be permitted the right to submit a written demand for arbitration to the Employer, within twenty-eight (28) calendar days.

Step 5 - Mediation - If the grievance is not settled satisfactorily by the Mayor, the Union and the Employer may mutually agree to submit the grievance to mediation. Within fourteen (14) calendar days the two (2) parties shall agree upon a mediator drawn from a panel of neutral mediators trained in grievance mediation. The mediator will attempt to assure that all necessary facts and considerations are revealed to him/her, but will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 6 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

Step 6 - Arbitration - The Employer and the Union shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Union are not able to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the demand for arbitration, the Union and/or Employer may request a list of the seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. In the event FMCS is dissolved or is unresponsive to the parties' request for a panel, the parties agree to utilize the Public Employment Relations Commission (PERC), or another mutually agreed upon comparable agency, that maintains a roster of labor arbitrators. After receipt of same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

Arbitrator Limited Authority – The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue or issues presented; and shall confine decisions solely to the interpretation, application, or enforcement of this Agreement. The arbitrator shall be confined to the issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not submitted.

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

ARTICLE, 13 SCOPE OF AGREEMENT

- 13.1** **General** - This Agreement and the Memorandum of Understanding of even date herewith contain all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department, in accordance with its responsibilities and the powers and authority, which the City possesses, are exclusively that of the Employer unless expressly limited by this Agreement.
- 13.2** **Personnel Manual** - The City of Redmond Personnel Manual is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. The Union shall retain its rights under state law to bargain any changes in the personnel manual which concern or impact mandatory subjects of bargaining. The City will give the Union thirty

(30) days' notice prior to any changes.

13.3 **Opportunity to Bargain** - The parties to this Agreement acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement during the term of the Agreement, except as otherwise mutually agreed upon.

13.4 **Election of Remedies** – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the Union to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. The Union does not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement. If the City believes that the Union has violated this provision, it shall notify the Union. The Union shall then have the option of withdrawing either the grievance or other form of litigation.

13.5 **Performance of Duty, Strikes, and Lockouts**

13.5.1 No Right to Strike: Nothing in this Agreement shall be construed to give an employee the right to strike. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with the normal operation of the Police Department or of the City.

13.5.2 No Lockouts: The City agrees that there shall be no lockouts.

13.5.3 Resolution; Expedited Arbitration: If a party is alleged to have violated this Article, the Parties agree to submit the alleged violation of this Article to expedited binding arbitration.

ARTICLE 14, LEGALITY

14.1 **Severability** - Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a Court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

14.2 **Merger** - If, during the term of this Agreement, the Employer elects to consolidate dispatch with other agencies, by merger, contract or otherwise, this

Agreement will be reopened to negotiate the impact, including proposals concerning continued employment of ~~Dispatcher~~Telecommunicators.

ARTICLE 15, PUBLIC RECORDS REQUEST

When the Employer receives a public records request for documents located exclusively in an individual employee's personnel, payroll, supervisor, or training file, the Employer will provide the employee notice of the request in advance (minimum of 10 working days) of the intended release date, in accordance with RCW 42.56.250(2). If the Employer receives a public records request for documents containing Employment and Licensing information for all employees who are members of the Union, the Employer shall notify the Union as soon as possible and prior to the release of the information. For purposes of this section, Employment and Licensing Information means all information described in RCW42.56.250(1).

ARTICLE ~~15~~16, DURATION

1516.1 Any changes in wages, hours, and working conditions from those previously in effect, shall become effective upon the execution of this agreement, unless a specific, different effective date is indicated for a particular change. (For example, Appendix A wage increase), and shall remain in full force and effect through December 31, 20285.

APPENDIX A SALARIES AND WAGES

* All pay rates include the 1.25% accreditation pay. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

For this contract only the parties agree there will be no reduction to the 1.25% accreditation pay if the police department were to lose accreditation in 2026.

A.1 ~~20262~~ Salaries – Effective January 1, ~~2026~~2022, the monthly salaries for all employees covered by this Agreement shall be based on the following pay plan table. This represents a ~~one-time competitive market adjustment~~ cost of living adjustment of 4% to the pay range for the Telecommunicator and Lead Telecommunicator classification. ~~to the pay ranges (no increase to employees' salary), and a 4.25% adjustment to the 2021 pay rates (4.25% increase to employees' salary). This includes moving the Police Support Services Specialist into the same pay range as the Police Support Administrative Specialist, and creating two new classifications as follows:~~

- ~~• **Police Public Information Officer** – Placed within the pay range at 4% above the Police Program Coordinator classification.~~
- ~~• **Police Support Public Records Specialist** – Placed within the pay range at 4% above the Police Support Services Specialist classification.~~

Effective ~~July~~ January 1, 2026~~2022~~:

- ~~• New automatic 60-month, six-step pay scale.~~
- ~~• Advancement through the proficiency levels shall be automatic, provided performance of the employee is progressing satisfactorily. Should performance not be progressing satisfactorily, the next automatic step may be extended for up to six (6) months, provided the employee has been notified in writing at least thirty (30) days prior to the date the increase would become effective.~~
- ~~• Five equally dispersed annual pay steps (6 steps total).~~
- ~~• 4.0% equal annual pay step adjustments.~~
- ~~• Each employee will be placed into the appropriate next highest step from their current salary, and will receive the relevant salary percent increase to move into that step.~~

<u>20262 PAY PLAN PS* – POLICE SUPPORT – TELECOMMUNICATORS</u>								
<u>Effective July 1, 2022</u>								
Grade	FLS A	Job Title	Step A	Step B	Step C	Step D	Step E	Step F
			0-12 Mo/Yr	13-24 Mo/Yr	25-36 Mo/Yr	37-48 Mo/Yr	49-60 Mo/Yr	61+ Mo/Yr

C13	NE	Communications-Dispatcher	\$5,793 \$69,516	\$6,025 \$72,300	\$6,266 \$75,192	\$6,516 \$78,192	\$6,777 \$81,324	\$7,048 \$84,576
C15	NE	Lead-Communications-Dispatcher	\$6,450 \$77,400	\$6,708 \$80,496	\$6,976 \$83,712	\$7,255 \$87,060	\$7,545 \$90,540	\$7,847 \$94,164

A.2 **~~2027~~2023 Salaries** - Effective January 1, 202~~7~~3, the monthly salary ranges for each position in the bargaining unit, and the individual rates of pay for employees in those positions shall be increased by one hundred percent (100%) of the first half annual ~~2022-2026~~ Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a two percent (2%) minimum and a five percent (5.0%) maximum.

A.3 **~~2028~~2024 Salaries** - Effective January 1, 202~~8~~4, the monthly salary ranges for each position in the bargaining unit, and the individual rates of pay for employees in those positions shall be increased by one hundred percent (100%) of the first half annual ~~2023-2027~~ Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a two percent (2%) minimum and a five percent (5%) maximum.

~~A.4~~ **~~2025 Salaries~~** - Effective January 1, 2025, the monthly salary ranges for each position in the bargaining unit, and the individual rates of pay for employees in those positions shall be increased by one hundred percent (100%) of the first half annual 2024 Consumer Price Index W (CPI-W) for Seattle/Tacoma/Bellevue, with a two percent (2%) minimum and a five percent (5.0%) maximum.

A.4 Senior Telecommunicator Assignment –Senior Telecommunicator assignment will consist of the following parameters:

- The Telecommunicator will perform the special assignment work such as training coordinator (TC), assistant to terminal access coordinator (A-TAC), communications training officer (CTO), and other assigned duties depending on operational needs.
- Senior Telecommunicator will receive 10% above the corresponding step of Telecommunicator.
- Assignment will be for a duration of up to three (3) years, based upon performance and/or operational needs.
- Employee(s) selected for assignment are at the discretion of the Police Chief or designee, based on qualifications, experience, and performance, with seniority being used as a tie breaker should two applicants have substantially similar qualifications and experience.
- To give other members an opportunity to work in the Senior Telecommunicator

Assignment, after three (3) years, the employee's assignment will end. The employee has the option to reapply for the assignment.

A.5 ~~Crime Prevention Officer and Public Information Officer (PIO)~~ — All of the duties that have been performed by the Crime Prevention Officer and all of the duties performed by the Public Information Officer (PIO) may be assigned either to this bargaining unit or to a civilian position covered by the Police Support Bargaining Unit.

A.7 ~~Promotional Pay Raises~~ — An employee who is promoted receives a pay increase on the effective date of the promotion. Normally, the increase is a minimum of six percent (6%) or to the minimum of the new pay range, whichever is greater. The employee's pay anniversary date is adjusted to the date of promotion.

A.8 — An employee assigned the duties of training another employee in this bargaining unit, either in a new position or needing remedial training, shall be referred to as a Training Officer (T.O.). T.O.s shall receive $\frac{1}{4}$ hour of overtime pay for every 2 hours worked as a T.O. The hours worked as a T.O. will be credited per shift.

A.96 **Service Recognition Pay** — Service Recognition Pay will be paid per pay based on an annual amount to regular full-time Employees as follows:

Years of Service	Paid Per Pay	= Monthly	= Annually
After 6 years (Effective the first full month of the 7 th year*)	\$100	\$200	\$2,400 <u>\$3000</u>
After 10 years (Effective the first full month of the 11 th year)	\$125	\$250	\$3,000 <u>\$3600</u>
After 15 years (Effective the first full month of the 16 th year)	\$150	\$300	\$3,600 <u>\$4200</u>
After 20 years (Effective the first full month of the 21 st year)	\$175	\$350	\$4,200 <u>\$4800</u>
After 25+ years (Effective the first full month of the 26 th year)	\$200	\$400	\$4,800 <u>\$5400</u>

*For example, employee hired May 5, 2022: Employee would finish the first six years of service through May 5, 2028, and the service recognition pay would be effective June 1, 2028.

A.7 Shift Differential Premium - Employees will receive a premium of one and one-half percent (1.5%) added to the base rate of pay to those assigned to work the "Overnight" shift of 2000-0600 (8:00pm-6:00am).

A.8 Special Assignments Premium. Employees who are not Senior Telecommunicators and trained to perform CTO duties will receive 0.5 hours of overtime pay for every 2 hours worked while performing the CTO duties.

A.109 Retroactive Pay - The parties agree that any retroactive compensation due upon execution of an agreement will be paid on the next regular payday which is more than forty-five (45) days from the date of execution of the agreement. Further, the parties agree that retroactive compensation for the period before the execution of the collective bargaining agreement for that period will be paid only to individuals who either (a) are on the payroll as of the date of ratification, (b) have retired, or (c) leave employment as a result of disability.

APPENDIX B BILL OF RIGHTS

- B.1** An employee of the Redmond Police Department shall be entitled to be advised in writing, of the particular nature of an internal investigation, and other information which shall reasonably inform the employee of the allegations against them, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation and it does not entail a concurrent criminal investigation, this information shall be provided thirty (30) hours prior to interview of the employee and should include names of the complainant and witnesses (unless the witness is a confidential informant or otherwise requests anonymity). This Section shall not apply to the initial gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.
- B.2** Interviews of said Police Department employees shall be at a reasonable hour; preference for such time of interviews shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interview. If prior to or during the interview it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of their constitutional rights.
- B.3** Interviews shall be held at the Redmond Police Station or City Hall, except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Union representative prior to commencement of the interview. The employee's attorney and/or the Union representative may be present during the interview, but said attorney and/or Union representative shall not be permitted to participate in the interview. Nothing herein shall in any way restrict the rights of the attorney and/or the Union representative to consult with the employee during the process of the interview.
- B.4** The interview shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interview and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods. The employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said employee nor shall the employee be subjected to intimidation in any manner during the process of interview. No promises or rewards shall be made to the said employee as an inducement to answer questions.
- B.5** To the mutual benefit of both parties the interview will generally be recorded and a copy will be provided to the Union. Within a reasonable period after the

conclusion of the investigation and no later than seventy-two (72) hours (not counting Saturday or Sunday) prior to a pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file excluding information from and the identity of confidential informants and other witnesses requesting confidentiality upon which the department does not intend to rely.

- B.6** An employee covered by this Agreement shall not be required to take or be subjected to any lie detector tests or similar tests as a condition of continued employment within the Redmond Police Department.

All complaints are logged, and all case documentation shall remain confidential within the Internal Affairs Unit/Section and to the Chief. Cases shall become part of the Department Administrative file and the conclusion of sustained findings provided to Human Resources for inclusion in the employee's personnel records. Investigative findings will be retained and destroyed in accordance with minimum record retention requirements.

- B.7** Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Redmond Police Department.

Drug and Alcohol Policy

- B.8** **Policy.** The City and the Union recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. Use of illegal substances or drug substance abuse is unacceptable for a member of the Redmond Police Department and worthy of strong administrative action. It is the goal of this policy to address, eliminate illegal drug usage and substance abuse through education, rehabilitation of the affected personnel, and other appropriate actions based on the totality of circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drugs.

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

B.9 **Informing Employees About Drug and Alcohol Testing.** All employees shall be fully informed of this drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on performance.

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

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

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

B.10 **Employee Testing.** Unless otherwise required by law, employees shall not be subject to random urine testing, blood testing or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. If the City has reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol use, the City may require the employee to undergo a drug and/or alcohol test consistent with the conditions set forth in this Appendix.

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

B.11 **Sample Collection and Testing.** The collection and testing of urine and blood samples shall be performed at a City approved facility. In the event that collection and testing at a City approved facility is not feasible for any reason, the collection and testing shall be at another laboratory or health care professional qualified and authorized to administer and perform drug testing, evaluation and reporting according to the Substance Abuse and Mental Health Services Administration (SAMHSA) or successor agency guidelines. The sample collection and testing shall be performed consistent with SAMSHA guidelines.

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

provided that the Union or legal representative must be available at the testing facility within one-half (1/2) hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

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

- B.12** **Drug Testing.** The laboratory shall test for the substances and within the limits as provided by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("SAMHSA") Mandatory Guidelines for Federal Workplace Drug Testing Programs ("SAMHSA Standards").

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

- B.13** **Alcohol Testing.** A breathalyzer or similar equipment certified by the state toxicologist shall be used to screen for alcohol use, and if positive, the results shall be confirmed by a blood alcohol test performed by at a City approved facility or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed herein, shall apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

- B.14** **Laboratory Results.** The laboratory will initially advise only the employee and any Medical Review Physician as indicated by SAMHSA Standards of any positive results. The results of any positive drug or alcohol test will be released to the City by the City's identified drug test provider once any Medical Review Physician has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. If the employee believes that the conclusions are in error, the employee may obtain an additional examination

at the employee's own expense for consideration. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

B.15 **Testing Program Costs.** The City shall pay for all costs incurred for drug and alcohol testing required by the City hereunder, as well as the expenses associated with the Medical Review Physician. Travel to and from the laboratory or other collection location, and the time required to take the test shall be considered on duty time, provided that the City shall have the right to adjust the employee's schedule to avoid an overtime obligation.

B.16 **Duty Assignment After Treatment.** If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes their rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to their drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.17 **Right of Appeal** The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that they may grieve any other City action.

B.18 **Psychological Evaluations**

B.18.1 Any relevant medical history of the employee which the examining professional conducting a psychological evaluation requests shall be released by the employee only to the examining professional.

B.18.2 The examining professional shall issue a written report to the Employer, as the client, provided however, the employee shall have the right to meet with the examining professional to discuss the evaluation results, and provided further that such report shall be released only as provided in the Department's Medical Release.

B.18.3 If the employee believes that the conclusions of the examining professional are in error, the employee may obtain an additional examination at the employee's own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

B.18.4 The Employer will undertake to have the Employer's examining professional

make themselves available to answer appropriate questions by the examining professional who conducts the independent examination. The Employee shall bear the costs of the Employer's examining professional's time to the extent the time required to answer such questions exceeds one (1) hour.

- B.18.5** Should an employee grieve a disciplinary or discharge action taken as a result of a psychological examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the employee determined to be relevant by the grievance arbitrator after a confidential review by the arbitrator.

B.19 **Personnel Records**

- B.19.1** The Employer will notify an employee upon receipt of a public disclosure request for information in the employee's personnel file. The procedure relating to the response to such request shall be as provided in the Personnel Manual.

- B.19.2** **Personnel File Review:** Each employee's personnel files shall be open for review by the employee.

- B.19.3** **Contents.** A "personnel file" shall be defined as any file pertaining to the bargaining unit member's employment status, work history, training, disciplinary records, or other personnel-related matters pertaining to the bargaining unit member. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

APPENDIX C MANAGEMENT RIGHTS

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

The City reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management right, it is not intended that any other provisions of this Agreement providing a specific benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union. Except as otherwise provided by this CBA, proposed changes by the City regarding wages, hours, and working conditions, pursuant to RCW 41.56.030 (4), shall be negotiated with the Union prior to the change.

Specific and Exclusive Management Rights. 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, to determine the job content and/or job duties of employees and to execute the combination or consolidation of jobs;
- e) To determine the mission, methods, processes, means, policies, and 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, subject to provisions of this Agreement;
- 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.