

AGREEMENT
BY AND BETWEEN
THE CITY OF REDMOND
AND
TEAMSTERS LOCAL NO. 117 REPRESENTING POLICE LIEUTENANTS

January 1, 2019 – December 31, 2021

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PREAMBLE

Pursuant to the Revised Code of Washington (R.C.W. 41.56), this mutual Collective Bargaining Agreement (hereinafter referred to as the Agreement) has been entered into by the International Brotherhood of Teamsters, Local No. 117 (hereinafter referred to as the “Union”), and the City of Redmond, Washington (hereinafter referred to as the “City” or “Employer”), which may hereinafter be referred to as Parties. The purpose of this Agreement is the promotion of harmonious relations between the City and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, benefits, and other terms and conditions of employment.

Article 1 - NON-DISCRIMINATION

The Employer shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, honorably discharged veteran or military status, Union membership, or the presence of any sensory, mental or physical disability.

An employee or Union claiming discrimination under this Article shall not be entitled to a remedy under the grievance procedure in the event the employee or the Union seek other administrative or legal remedies for the alleged discrimination, provided however, that filing a claim solely for the purpose of complying with applicable time limitations (such as a statute of limitations) shall not be considered as seeking another remedy unless and until the employee or Union fails to obtain dismissal of such claim within a reasonable time after there has been an award in the grievance arbitration. If the employee or Union fails to obtain such a dismissal, or seeks other administrative or legal remedies for the alleged discrimination after the grievance arbitration award, the grievance arbitration award shall be vacated, of no force and effect, and the parties shall be entitled to be placed in the status quo ante, in effect prior to the issuance of the arbitration award.

Article 2 - UNION RECOGNITION AND PAYROLL DEDUCTIONS

2.1 Recognition – The Employer shall recognize the Union as the sole collective bargaining agent for all police officers of the City of Redmond Police Department holding the rank of Lieutenant.

2.2 Notification – All 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 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" and send 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 paid to it in error on account an Employee authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues, upon presentation of proper evidence.

Article 3 – UNION RIGHTS

3.1 Negotiations Release Time – The Employer shall allow members of the Union's negotiation committee to attend negotiation sessions during on-duty time. Such members shall be designated by the Union at least one (1) week in advance.

3.2 Grievance Release Time – The Employer shall allow a minimum of one (1) member of the Union, in addition to the grievant(s), to attend grievance-related meetings during on-duty time.

3.3 Union Communication – The Union shall be allowed reasonable use of City's email and phone/voice mail systems to communicate with members.

3.4 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 supervisor. The Union's Labor Management meetings shall take place separately from any other union's Labor Management meetings.

Article 4 – HOURS OF WORK, OVERTIME EXEMPT, CALLBACK, AND STANDBY

4.1 Work week – The normally scheduled workweek for employees shall be the equivalent of forty (40) hours per week consisting of five (5) consecutive work shifts of eight (8) consecutive hours of work followed by two (2) consecutive days off.

4.2 Core Work Hours – The core work hours are standard daytime business hours occurring Monday through Friday. It is recognized that employees are allowed flexibility to adjust their core work hours on a case-by-case basis, provided employee receives approval before adjusting their schedule. The supervisor will not unreasonably restrict core work hours flexibility.

4.3 Swing Shift Assignment – Employees will bid for swing shift assignments in accordance with Annual Shift Changes in section 4.8. Employee's preference for swing shift be taken into consideration, when the supervisor makes the assignment.

4.4 Regular Days Off – Employees shall not be regularly scheduled to work their regular days off. Due to unforeseen situations, events, or emergencies, Employees may work on their day off as required.

4.5 Special Event Coverage – Employees may adjust their normal work schedule for planned special events occurring on their days off. When adjusting to or from a normal weekly work schedule to a weekend weekly work schedule, the adjustment shall occur within the same pay period.

4.6 Modification of Normal Work Schedules – The parties agree to consider modification to the normal work schedule for employees when there is a demonstrated need. Absent an emergency, the Employer shall provide notice of at least fifteen (15) calendar days prior to schedule modification. Schedule modifications outside of these parameters can be made by mutual agreement.

4.7 Annual Shift Change - The yearly schedule for employees shall be determined and published by the Employer each year by October 1st for the following calendar year.

4.8 Shift Exchanges – Employees are permitted to exchange shifts with supervisor approval.

4.9 Overtime Exemption – Employees are considered overtime exempt managerial employees, and as such, shall be paid salary (calculated from an hourly rate based on the standard forty (40) hour workweek). Employees are not entitled to overtime compensation under either the Fair Labor Standards Act or Washington Minimum Wage Act.

4.10 On-Call – Employees assigned the “on-call” rotation will be expected to respond and report within 45 minutes, barring unforeseen circumstances that cause a delay. The “on-call”

assigned employee shall attend to duties that arise during their assignment that are outside of their normal working hours. The rotation schedule for each on-call assignment shall be no greater than seven (7) continuous days per on-call assignment. Each on-call rotation is not to occur more than once every five (5) weeks, provided staff are available to cover all assignments. If there is not enough staff to cover, employees can volunteer to cover. If no volunteers exist, supervisor will assign employees to provide the coverage, which may occur more frequently than once every five (5) weeks.

Every effort will be made to assign employees the on-call rotation for only two (2) holidays per year. Employees may have to work an additional on-call rotation due to staffing shortages.

The Employer shall establish and publish the on-call schedule/calendar to employees by November 15th of each year

4.11 Light Duty – The Job Classification for employees defines these positions as eligible for “light duty” assignments. Light duty requests shall be immediately granted in accordance with policies set forth by the Department and City.

4.12 Compensatory Time – When an Employee moves from a non-exempt status to the exempt Lieutenant status, any compensatory time will be cashed out at the Employee’s non-exempt hourly rate of pay, and will no longer be eligible to earn compensatory time.

4.13 Holiday Bank - When an Employee moves from a different Union and has a holiday bank, the holiday bank will be cashed out at the Employee’s rate of pay prior to movement into the Lieutenant status position.

Article 5 – SENIORITY

5.1 Seniority Definitions:

5.1.1 “Department Seniority” means the length of an employee's most recent Continuous Employment in the Department measured from the employee's first compensated day of employment in the Department as a commissioned officer.

5.1.2 “Seniority in Classification” means the length of an employee's most recent Continuous Employment in a classification in the Department (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 Department.

5.1.3 “Continuous Employment” means a continuous period of employment in the Department that is unbroken by resignation, discharge or retirement. Leaves of absence, or military leaves shall not break Continuous Employment. Layoffs and reductions in classification pursuant to Article 6 shall not break Continuous Employment until the expiration of the period during which the employee has a right to be offered reemployment or promotion pursuant to Section 6.5 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.

5.1.4 “Order” means the order of Department 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:

5.1.4.1 The Order of Department Seniority for employees hired on the same date shall be determined by the order (from the highest to lowest) of each employee's 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.

5.1.4.2 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 Department Seniority.

5.1.5 “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 Department 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 Seniority While on Leave – 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.

Article 6 – PERSONNEL REDUCTION

6.1 Personnel Reduction – 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 reverse order of seniority in classification. The steps for a personnel reduction shall be as follows:

Step 1 Designation Notice - The Employer will designate the number of employees in each classification to be laid-off by notice to the Union and by posting in the Department. The Designation Notice shall specify an effective date for the personnel reduction, 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-serve 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 Personnel Reduction Notice - Within forty (40) days after the Designation Notice, the Employer shall deliver to the Union and post 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.

Step 4 Personnel Reduction Change - At any time after the Designation Notice is issued, 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.

6.2 Personnel Reduction Challenge – Any employee who believes that the Personnel Reduction Notice improperly reflects the intent of this Agreement shall provide a written challenge to the Employer and Union within ten (10) days after the notice is posted. The written challenge 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 a decision based on the interpretation and application of the provisions of this Agreement within thirty (30) days after the arbitrator's 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 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 12. 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.

6.3 Bumping Rights - Employees bumped back to a lower classification shall be eligible for vacancies in the previously held higher classification, or any lower classification, by Order of Seniority in Classification in that higher classification. Employees who are laid-off pursuant to Step 1 or 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. All employees laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Police Officer vacancies, by Order of Department 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.

6.4 Probation Status – 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.

6.5 Re-Employment Eligibility Period – This is the five (5) 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 letter (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.

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 7 – HOLIDAYS

7.1 Holidays Observed - Employees working a standard work week Monday through Friday shall observe the holidays listed below on the date specified, or if the holiday falls on an employee's regularly scheduled day off, the holiday will be observed on the work day which immediately precedes or follows the holiday, as established by the Employer. Employees working a shift schedule other than the standard work week shall observe the holidays listed below on the date specified. The following days shall be considered holidays for all employees covered by this Agreement:

Holiday	Date to be Observed
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25
One floating holiday	

7.2 Floating Holiday – Taken on a date mutually agreed by the employee and the Employer. Employees are not eligible for the Floating Holiday until the completion of six (6) months continuous service. Floating Holiday hours cannot be carried over and may not be paid out at the end of the calendar year or at time of separation.

7.3 Holiday on a Regular Day Off – Although Lieutenants are exempt status employees, in recognition of the inconvenience of being called to work from off-duty status on a City holiday, employee shall receive floating holiday hours on an hour-by-hour basis, up to a maximum of eight hours per year. At the Police Chief's discretion, the Police Chief may authorize the employee to bank additional hours above the eight-hour maximum for working a holiday.

Hours shall be added to their floating holiday bank. Floating holiday hours added for Christmas Eve and/or Christmas Day holidays may be carried over to the following year.

Article 8 – LEAVES

8.1 Vacation Leave

8.1.1 Scheduling of Vacation Leave: Employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date, subject to the approval of the Chief at the Chief's sole discretion which will not be unreasonably withheld. Seniority shall be considered in accordance with departmental procedures when scheduling vacations. Requests for vacation and/or professional leave shall be approved or denied within five (5) working days. Scheduled vacation leave that was approved prior to an employee's appointment into the bargaining unit will be honored.

Vacation scheduling for each calendar year (January 1st through December 31st) shall be administered in accordance with seniority and shall be completed no later than November 1st of the preceding year. Thereafter vacation requests shall be administered on a "first come, first served" basis.

8.1.2 Maximum Vacation Leave: Vacation leave accumulation shall be limited to three hundred sixty (360) hours of accrual at any time. Any portion above three hundred sixty (360) hours of unused vacation leave shall be forfeited. Unless the reason for not taking such vacation leave is at management's direction, as under emergency conditions.

8.1.3 Vacation Accruals – 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:

Length of Continuous Service	Annual Vacation Hours Accrued
1st-2nd year	96
3rd year	104
4th year	112
5th year	128
7th year	136
9th year	144
11th year	152
13th year	160
15th year	168
17th year	176
20th year	184

Vacation accrual rates change on the first pay period following the employee's next year

of service. For example, if an employee's hire date is June 20, 2016, the employee starts his/her 3rd year on June 20, 2018, with the accrual increase starting on the first pay period of July 2018. Employees shall receive additional vacation accruals equal to City Policy, if City Policy grants more than the CBA.

8.1.4 Payment for Vacation Leave at Separation: Upon separation of employment, regular permanent employees shall receive a lump sum payment equal to one hundred percent (100%) of unused vacation leave.

When an employee voluntarily resigns his/her employment, the last day worked is considered the last day on the City's payroll, which normally may not be extended by vacations.

8.1.5 Scheduled to Work During Vacation: Employees who are called-in to work while on their scheduled vacation shall be placed on regular pay status and compensated for a full day's pay, regardless of the time spent working. In addition, they shall have the vacation day restored which was lost due to being called into work.

8.1.6 Use for Emergency – In the event of a bona fide family emergency at the Chief's discretion, the Chief or his/her designee may permit an employee to take time off with vacation leave applied as compensation.

8.2 Sick Leave – Please refer to 9.30 Sick Leave in the Personnel Manual. Scheduled sick leave that was approved prior to an employee's appointment into the bargaining unit will be honored.

8.3 Sick Leave Bonus Deposited into HRA VEBA Account - Employees are eligible for a sick leave bonus as set forth in Article 9.30 Sick Leave in the Personnel Manual. One hundred percent (100%) of any sick leave bonus an employee is entitled to under the Personnel Manual shall be deposited into that employee's Health Reimbursement Arrangement (HRA) Voluntary Employees' Beneficiary Association (VEBA) account.

The City makes no representations regarding the tax consequences to any employee/union member of his/her HRA VEBA contributions. The Union and its membership waive any and all claims against the City arising out of adverse tax consequences due to an employee's HRA VEBA contributions.

8.4 Professional Leave – In recognition of hours worked by exempt employees beyond the standard workweek, exempt employees are granted 48 hours of professional leave each calendar year. Professional leave is prorated for exempt part-time employees and for exempt employees who start mid-year.

- a. Professional leave is intended to be used for occasional paid days off without reducing an employee's accrued vacation.

- b. Use of professional leave is approved by an individual's supervisor.
- c. Professional leave may not be used to substitute for sick leave unless all sick leave has been used.
- d. Any professional leave not used during a calendar year expires on December 31st each year.
- e. Unused professional leave is not compensated on separation.

8.5 Bereavement Leave – Employees shall receive up to forty (40) hours of leave, in the event of death or serious illness with impending death in the immediate family. Immediate family is defined as parent, step-parent, sister, brother, spouse, registered domestic partner, grandparent, grandchild, minor/dependent/foster child, child, and step-child or corresponding relative of their spouse, significant other, or domestic partner. Any time beyond this amount required because of travel or extenuating circumstances or for time requested for a person other than specified in this paragraph shall be at the discretion of the Employer; however, any additional such time allowed off shall be deducted from accumulated vacation or professional leave.

8.6 Unpaid Leave – Unpaid leaves of absence may be granted to an employee for a period of not to exceed one (1) year by the Department Head subject to the approval of the Mayor when it has been determined to be in the interest and to the welfare and convenience of the Employer providing adequate provision can be made for replacement of the employee during the employee's absence. To obtain a leave of absence, an employee must make a request submitting the reasons for requesting the leave of absence, the length of time requested and the expected return date. No leave of absence without pay shall be granted until all accrued and unused vacation has been utilized by the employee. Unpaid leaves of absence time shall not affect civil service and seniority status of the employee.

8.7 Shared Leave – The Shared Leave Program enables regular full-time employees to donate annual vacation leave to fellow regular full-time employees 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 annual vacation 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 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. Provisions not addressed in 8.7 shall be administered pursuant to the Personnel Manual 9.140.

8.7.1 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.

8.7.2 Donation Restrictions - The following restrictions shall apply to all shared leave transactions:

- a. Employees may donate vacation leave available in their leave bank, provided the donation does not cause the employee's annual vacation leave balance to fall below forty (40) hours.
- b. 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.

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

- a. When the Employer determines the employee meets the criteria described in this 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. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.
- e. 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.

8.7.4 Recipient Responsibilities

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

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

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

8.7.6 Calculation of Shared Leave – The receiving employee shall be paid at his/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.

8.7.7 Voluntary Participation – 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 Testimony Leave - Employees subpoenaed and required to testify in criminal cases on behalf of their former law enforcement employer shall receive up to a maximum total of forty (40) hours of paid leave, on a cumulative basis for all such cases, as necessary to testify. Paid leave in excess of forty (40) hours for any one employee to testify in criminal matters for the employee's former employer, or to testify for a former employer in a civil matter, may be granted in the discretion of the Chief or the Chief's designee. All fees or compensation received by the Employee in relation to such testimony shall be accounted for by the employee and paid to the City.

8.9 Jury Duty – See Personnel Manual (9.100)

Article 9 – PERFORMANCE AND DISCIPLINE

9.1 Performance of Duty - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform and ready to perform their assigned duties.

9.2 Probationary Period - Probationary Period shall be governed by Rule 8 of the Redmond Civil Service Rules and Regulations.

9.3 Civil Service; Discipline and Discharge - Any conflict between the provisions of this Agreement and the City of Redmond Civil Service Rules and Regulations shall be resolved as follows:

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

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.

All demotion, suspension or discharge actions of a non-probationary nature (i.e., after the probationary period) 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 the grievance procedure, thereby waiving the right to arbitration, the employee shall have the right to review of 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.

9.4 Discipline - No regular employee shall be disciplined except for just cause. The City will employ the concept of progressive discipline. The City's policy is that discipline is corrective rather than punitive in nature.

9.5 Personnel Records Retention - Records of disciplinary action shall be retained in an employee's personnel file for the minimum amount of time required by law. After the minimum lawful time has elapsed, the employer shall remove and destroy applicable records upon

request of the employee. Provided the employee has not had any other similar disciplinary action

9.6 Personnel Files – The City Human Resources Department will retain the permanent personnel file. The Police Department shall maintain only one official personnel file for each employee. Employees shall have access to all files with reasonable frequency. Any document that goes into the personnel file will be known by the employee.

The City shall notify employees when a Public Disclosure Request is made regarding a specific employee's information. A request for general department or general employee information are excluded.

Employees shall have the right to provide a written response to any written evaluation or disciplinary actions to be included in the personal file, which, together with the action, will be retained with the action in the personnel file.

This provision shall not circumvent the law.

Article 10 – UNIFORMS AND CLEANING ALLOWANCE

10.1 Uniform - The employer shall continue to provide each employee with all authorized and required uniforms and equipment. Any changes to the authorized and required uniforms and equipment shall be by mutual agreement through the labor management process.

10.2 Loss and Destruction - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices 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 protective devices 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 Employer - All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer. If the Employer requires an employee to carry a Cell Phone while off-duty, the Employer shall provide the employee with the option of driving a City vehicle to and from the employee's residence. The Employer shall be free to adopt regulations governing the use of the vehicle while the employee is off-duty.

10.4 Cleaning – Uniforms and non-Uniform workwear shall be cleaned at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

Article 11 – BENEFITS

11.1 Health Insurance – Employer shall provide medical, dental and vision insurance through the City of Redmond Self Insurance Plan or Health Maintenance Organization (HMO). Employees shall pay twenty percent (20%) of the cost of self-insurance premiums for dependent coverage. Premium contributions for part-time employees shall be pro-rated based on the City's contribution to full-time employee and dependent premiums.

11.2 Employee Benefits Advisory Committee (EBAC) – The Bargaining Unit will participate on the Employee Benefits Advisory Committee (EBAC) in accordance with the Personnel Manual. Recommended changes may become applicable to Bargaining Unit represented employees only upon ratification by the Bargaining Unit. The City will provide the union with prior notice if there is any proposed changes to the premium share costs that affects the members of this agreement.

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

11.4 Liability Insurance – The Employer agrees to carry liability insurance coverage for Bargaining Unit employees' liability arising from performance of their duties. It is agreed that the scope of coverage, exclusions and policy limits of such insurance may change without the Union's agreement, based on the available insurance and the Employer's assessment of appropriate levels of coverage

11.5 Municipal Employees Benefit Trust (MEBT) – All employees shall be eligible to participate in the Redmond MEBT fund, unless the City is required to participate in the Federal Social Security System.

11.6 Short-Term Disability Insurance – Please refer to Human Resources' Benefits Administrator for Short Term Disability insurance language. The City will provide the union with prior notice if there are any changes to the current benefit levels that affects the members of this agreement.

11.7 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 check each pay period 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.

The City agrees to deduct \$94.85 per month through payroll deduction of 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.

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.

11.8 Benefit Changes – The City understands and agrees to negotiate any benefit changes that require bargaining.

11.9 Department Vehicle – The Employer shall provide each employee the use of a take-home department vehicle to facilitate the essential function of responding to critical incidents on a 24/7 basis to assume command as necessary. The vehicle shall be unmarked and officially equipped with emergency lights and siren in compliance with R.C.W. 46.37. Collisions resulting from the authorized use of a City vehicle by an employee while responding to an official call of duty will be considered "on duty" for the purposes of L&I and state collision reports. Employees are required to follow the City's policy and vehicle use requirements.

11.10 Liability Insurance - The Employer shall continue to provide the insurance protection against potential liability actions resulting from an employee's performance of duty, provided employee's actions are not unlawful.

Article 12 – GRIEVANCE PROCEDURE

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

12.1.1 An employee and/or the Union, within fourteen (14) calendar days from the occurrence or knowledge of the occurrence of an alleged grievance or when the employee and/or Union should reasonably have known of the existence of the grievance may bring said grievance to the attention of the Chief in writing, setting forth the nature of the grievance, the facts and/or documents on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.

12.1.2 The Chief or the Chief's designee shall respond in writing to the alleged grievance within fourteen (14) calendar days. If the Chief's response does not resolve the grievance, the Union shall, within fourteen (14) calendar days after the date of the Chief's response, submit the grievance to the Mayor in writing for adjustment. Upon failure of the Mayor to 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.

12.1.3 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 disclosed, 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 Subsection 12.1.4 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator or any party in the process of the mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing. The cost of the mediator shall be borne equally by both parties.

12.1.4 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 seven (7) arbitrators from the Federal Mediation and Conciliation Service or other referral service as agreed by the parties. After receipt of the same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator's decision may

not provide for retroactivity beyond one hundred eighty (180) days prior to the filing of the grievance.

- 12.1.5** In the event one of the parties is unable to meet the time deadlines set forth above, the other party shall grant an extension for good cause shown.
- 12.1.6** Nothing herein shall prevent an employee from seeking assistance from the Union or the Union from furnishing such assistance to any stage of the grievance procedure.
- 12.1.7** 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 of 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.
- 12.1.8** Union business conducted by a representative of the Union and aggrieved employee under this Section may be performed during duty hours consistent with the requirements of Section 3.1.

Article 13 – PERFORMANCE OF DUTY, STRIKES, AND LOCKOUTS

13.1 No Right to Strike – Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform assigned duties to the best of his/her ability. 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.

13.2 No Lockouts – The City agrees that there shall be no lockouts.

13.3 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 – SCOPE OF BARGAINING

14.1 Entire Agreement – No Oral Modifications. The Agreement expressed herein in writing constitutes the entire agreement between the Parties and no oral statement shall add to or supersede any of its provisions unless mutually agreed by the Employer and Union in writing.

14.2 Opportunity to Bargain – The Parties acknowledge that each has had the unlimited right and opportunity to make demands and 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.

14.3 Non-Reduction of Wages and Working Conditions – The parties agree that the wages and working conditions in effect and now being paid to and enjoyed by the members of the Union shall be those ratified by both parties' signatory to this agreement and shall not be reduced in view of the provisions of this Agreement.

14.4 Conflict of Contract and Personnel Policies – The intent of the parties is that this agreement and all working agreements shall be consistent with the personnel policies. Except as otherwise provided, where it is found that the provisions of such an agreement conflict with the personnel policies, the provision of this Agreement shall apply. The City will notify the Union of any proposed changes to City or Department policies that impact wages, benefits, hours or work and/or working conditions. The City shall discharge all bargaining obligations prior to making the change.

Article 15 - LEGALITY

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. If any court or board of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to negotiate a substitute for the invalid Article, Section or portion.

Article 16 – DURATION AND REOPENERS

This Agreement shall be effective upon ratification by Union and City, and shall remain in full force and effect through December 31, 2021.

Dated this _____ day, of _____, 2019.

CITY OF REDMOND, WASHINGTON

TEAMSTERS

JOHN MARCHIONE, MAYOR

EAMON MCCLEARY, TEAMSTERS ATTORNEY

ATTEST:

CHERYL XANTHOS, CITY CLERK

DATE

Appendix A - PAY RATES

A.1. Amended 2019 Pay Plan. Effective September 1, 2019, the maximum salary and midpoint salary of the "T" pay plan will be increased by 4.6% due to a market adjustment; current members will receive the same increase effective retroactive to September 1, 2019.

2019 PAY PLAN "T" - TEAMSTERS								
Ordinance No. Police Lieutenants Amended effective September 1, 2019								
Monthly					Annually			
Grade	Position Title	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	
T01	Police Lieutenant	\$10,701	\$11,753	\$12,312	\$128,412	\$141,036	\$147,744	

A.2. 2020 Pay Plan. Effective January 1, 2020, each step of the pay plan will be based on the table below. All Lieutenants in the Teamsters Union as of September 1, 2019, shall be on the top step of the 2020 Pay Plan effective January 1, 2020.

2020 PAY PLAN "T" - TEAMSTERS						
Ordinance No. Police Lieutenants Effective January 1, 2020						
Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
T01	E	Lieutenant	A	0-12m	\$11,129	\$133,548
			B	13-24m	\$11,546	\$138,552
			C	25-36m	\$11,964	\$143,568
			D	37-48m	\$12,383	\$148,596
			E	49m+	\$12,805	\$153,660

A.3. 2021 Pay Plan. Effective January 1, 2021, each step of the pay plan will be increased by three percent (3%). All Lieutenants in the Teamsters Union as of September 1, 2019, shall be on the top step of the 2021 Pay Plan effective January 1, 2021.

2021 PAY PLAN LIEUTENANTS						
Ordinance No. XXXX Police Lieutenants Effective January 1, 2021						

Grade	FLSA	Position Title	Step	Duration	Monthly	Annually
T01	E	Lieutenant	A	0-12m	\$11,463	\$137,556
			B	13-24m	\$11,892	\$142,704
			C	25-36m	\$12,323	\$147,876
			D	37-48m	\$12,754	\$153,048
			E	49m+	\$13,189	\$158,268

A.4. Availability Premium. In recognition of the special nature of law enforcement extra duties, 24/7 availability, and unscheduled events, employees will receive a three percent (3%) salary premium.

Appendix B - LIEUTENANT BILL OF RIGHTS

B.1. Bill of Rights - Because of the ever-increasing responsibilities and duties required of lieutenants in the performance of their duties which of necessity increase their contact with the general public and could lead to misunderstandings and questions surrounding the activities of members of the Public Department, it is mutually required, therefore, that procedures be established in order to provide for full investigation of any questions arising from contacts and relationships with the public and also to provide for safeguards in order to protect the lieutenant in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

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 him/her, and as to whether the employee is a witness or the focus of the investigation. If the employee is the focus of the investigation, this information shall be provided thirty (30) hours prior to interview of the employee and should include names of complaining 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.

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.

Interviews shall be held at 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 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.

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.

The interview shall 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 predisciplinary 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).

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.

When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a public safety statement.

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

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

B.2. Psychological Evaluations

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.

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 Medical Release attached hereto as Appendix B.1.

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.

The Employer will undertake to have the Employer's examining professional make him/herself available to answer appropriate questions by the examining professional who conducts the

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

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.3. Personnel Records

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.

Personnel File Review Each employee's personnel files shall be open for review by the employee.

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, preappointment interview forms, open Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

B.4. Brady/Giglio - Union shall be immediately notified when information is requested or released. The City shall adhere to Federal, State, and local laws associated with Brady/Giglio.

Appendix C – DRUG AND ALCOHOL POLICY

C.1. Drug and Alcohol 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. It is the goal of this policy to eliminate or absolve illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions in the circumstances. In addition to the existing Department and City policies, the parties acknowledge that the use of alcoholic beverages or unauthorized drugs shall not be permitted at the City’s work sites and/or while an employee is on duty nor shall an employee report for duty under the influence of alcohol or unauthorized drug.

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

C.2. 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.

C.3. 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.

C.4. Sample Collection and Testing – The collection and testing of urine and blood samples shall be performed at a Concentra clinic. In the event that collection and testing at Concentra 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 hour of the request. Prior to submitting to a urine or blood sample, the employee will be required to sign a consent and release form as attached to this Appendix. Failure of the employee to sign the consent and release form as attached shall be grounds for discipline.

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

C.5. 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.

C.6. 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 Concentra or other qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive alcohol level shall be 0.02 grams per 210 L. of breath. That is, if both breaths register at .02 or above, that constitutes a positive test. If only one breath is at .02 or above and the other is below .02, the test is negative. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed by using a blood alcohol level. Sample handling procedures, as detailed in Section C.4, shall

apply. A positive blood alcohol level shall be 0.02 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

C.7. 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 DrugProof once any Medical Review Physician has finished review and analysis of the laboratory's test. Unless otherwise required by law, the City will keep the results confidential and shall not release them to the general public. Nothing in this Appendix shall prevent the City from using the results or fact of testing as evidence to defend itself, its employees or its position in any grievance, arbitration or legal proceedings.

C.8. 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.

C.9. Duty Assignment After Treatment – If the duty assignment for an employee is modified or changed as a result of a rehabilitation program, then after an employee successfully completes his/her rehabilitation program, the employee shall be returned to the regular duty assignment held prior to the rehabilitation program if such an assignment is open. If an employee comes forward and requests assistance with a drug or alcohol problem under Section C.2 of this Appendix, once treatment and follow-up care is completed, and one (1) year has passed with no further violations of this Appendix, the employee's personnel and medical files shall be purged of any reference to his/her drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

C.10. Right of Appeal – The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that he/she may grieve any other City action.