

City of Redmond



Agenda

Tuesday, February 23, 2021

4:30 PM

**Remote Viewing: Redmond.gov/rctlive, Facebook (@CityofRedmond),
Comcast Channel 21, Ziply Channel 34, or listen at 510-335-7371**

Committee of the Whole - Finance, Administration, and Communications

Committee Members

Vanessa Kritzer, Presiding Officer

Jeralae Anderson

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Tanika Kumar Padhye

AGENDA

1. Monthly Financial Report through January 2021 [CM 21-057](#)
[Attachment A: Monthly Financial Report](#)
(Requested by: Finance) - 10 minutes
2. Overview of Recent Cyber Incidents, Incident Response
Approach, and Status Update on Cybersecurity Audit with
Office of Washington State Auditor (SAO) [CM 21-054](#)
(Requested by: Technology and Information Services) - 10 minutes
3. Administrative Updates to the Teamsters Police Support and
Teamsters Police Officers Collective Bargaining Agreements [CM 21-055](#)
[Attachment A: Police Officer Collective Bargaining Agreement](#)
[Attachment B: Police Support Collective Bargaining Agreement](#)
(Requested by: Human Resources) - 10 minutes
4. Committee Work Plan Updates for 2021 [CM 21-056](#)
[2021 Committee Work Plan - Updated](#)
(Requested by: Committee) - 5 minutes



Memorandum

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-057

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|---------|----------------|--------------|
| Finance | Kelley Cochran | 425-556-2748 |
|---------|----------------|--------------|

TITLE:

Monthly Financial Report through January 2021

OVERVIEW STATEMENT:

Review the Monthly Financial Report from January 1, 2021 through January 31, 2021. Please note these numbers are not final as the City is continuing to go through its year-end closing procedures.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Review of the City's finances between January 1, 2021 and January 31, 2021.
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Each month the Finance Department reviews the previous month's financial performance. Some highlights from the January Monthly Report, include:

General Fund

- Revenue collections are over targets by approximately 11% or \$626 thousand.
- Sales tax has exceeded targets by approximately 47.2% or \$933 thousand. One-time sales tax on construction

continues to be the revenue driver at \$1.1 million for January.

- Utility taxes are below budgeted projections by approximately \$288 thousand, consistent with past months, due to the purchase of wholesale electricity by a large customer and the vacancy of commercial buildings because of pandemic.
- Licenses & Permits revenue exceeded targets by \$658 thousand and includes both business license permits and development permits.
- Expenditures are below budget by approximately 9% or \$760 thousand.

Other Funds

- The Recreation Activity Fund has started to receive field rental revenue and recovery discussions have begun.
- The utility funds are on target.
- Expenditures in the CIP are low at 1%, due to the accrual of most large expenditures to the prior year.

Staff will continue to provide revised financial information to Council as soon as the year-end closing procedures are complete.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

Responsible Government

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-057

Type: Committee Memo

☐ **Additional budget details attached**

COUNCIL REVIEW:

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------|----------------------------|------------------|
| N/A | None Proposed at this Time | N/A |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

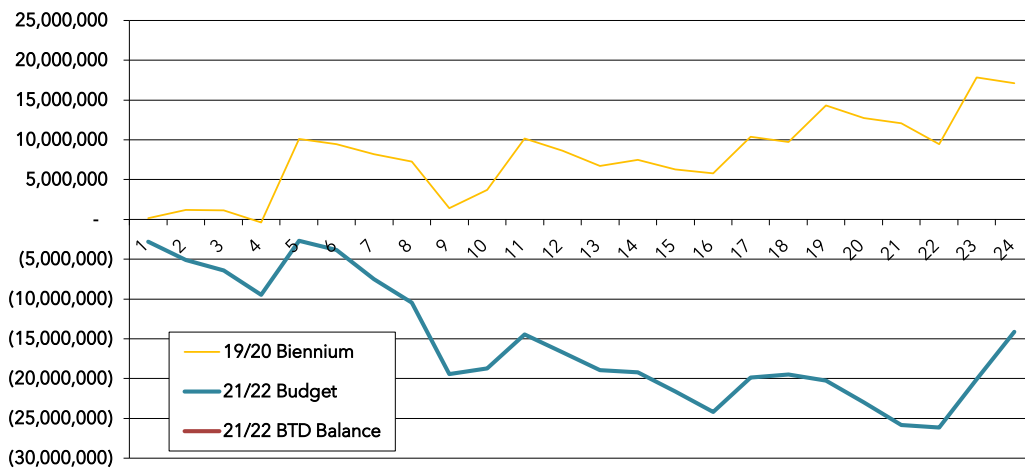
ATTACHMENTS:

Attachment A: Monthly Financial Report Ending January 31, 2021

City of Redmond, WA
Monthly Cash Flow Summary - General Fund
2021-2022

| | Revenue Budget | BTD Revenue | Expenditure Budget | BTD Expenditures | BTD Balance | On-going Balance |
|------------|----------------|-------------|--------------------|------------------|-------------|------------------|
| Begin Bal. | - | - | - | - | - | 14,144,344 |
| January | 5,649,471 | 6,844,377 | 8,433,011 | 7,673,414 | (829,037) | 13,315,307 |
| February | 11,743,133 | - | 16,866,021 | - | - | - |
| March | 18,911,921 | - | 25,299,032 | - | - | - |
| April | 24,236,871 | - | 33,732,042 | - | - | - |
| May | 39,481,536 | - | 42,165,053 | - | - | - |
| June | 46,733,583 | - | 50,598,063 | - | - | - |
| July | 51,536,294 | - | 59,031,074 | - | - | - |
| August | 56,981,750 | - | 67,464,084 | - | - | - |
| September | 61,742,687 | - | 81,169,623 | - | - | - |
| October | 70,856,216 | - | 89,575,161 | - | - | - |
| November | 83,535,311 | - | 97,980,699 | - | - | - |
| December | 89,687,574 | - | 106,386,238 | - | - | - |
| January | 95,833,424 | - | 114,791,776 | - | - | - |
| February | 104,010,385 | - | 123,197,315 | - | - | - |
| March | 109,956,714 | - | 131,602,853 | - | - | - |
| April | 115,813,424 | - | 140,008,391 | - | - | - |
| May | 128,536,786 | - | 148,413,930 | - | - | - |
| June | 137,312,272 | - | 156,819,468 | - | - | - |
| July | 144,996,764 | - | 165,225,006 | - | - | - |
| August | 150,635,170 | - | 173,630,545 | - | - | - |
| September | 156,211,049 | - | 182,036,083 | - | - | - |
| October | 164,294,141 | - | 190,441,622 | - | - | - |
| November | 178,770,162 | - | 198,847,160 | - | - | - |
| December | 187,588,577 | - | 201,732,921 | - | - | - |

Cash Flows Without Beginning Balance



Notes:

BTD = Biennium To Date

The "on-going balance" column combines the beginning balance with the results from the previous months.

Refer to Page 16 for explanation on negative trends, budget variances and other observations.

This is a preliminary report prior to audit however all amounts are expected to be accurate.

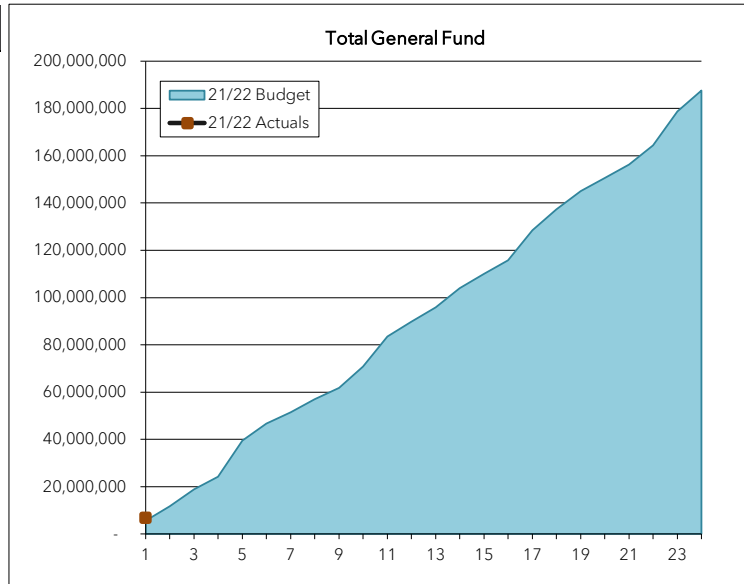
This report and the City's full budgets and financial reports are available on our web site at:

<https://www.redmond.gov/267/Financial-Reports>

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

General Fund

| | Biennial Budget | Actual | Over / (Under) % |
|---------------------------|--------------------|-----------|---------------------|
| January | 5,649,471 | 6,844,377 | 21.15% |
| February | 11,743,133 | | |
| March | 18,911,921 | | |
| April | 24,236,871 | | |
| May | 39,481,536 | | |
| June | 46,733,583 | | |
| July | 51,536,294 | | |
| August | 56,981,750 | | |
| September | 61,742,687 | | |
| October | 70,856,216 | | |
| November | 83,535,311 | | |
| December | 89,687,574 | | |
| January | 95,833,424 | | |
| February | 104,010,385 | | |
| March | 109,956,714 | | |
| April | 115,813,424 | | |
| May | 128,536,786 | | |
| June | 137,312,272 | | |
| July | 144,996,764 | | |
| August | 150,635,170 | | |
| September | 156,211,049 | | |
| October | 164,294,141 | | |
| November | 178,770,162 | | |
| December | 187,588,577 | | |
| Percent collected to date | 3.6% | | |



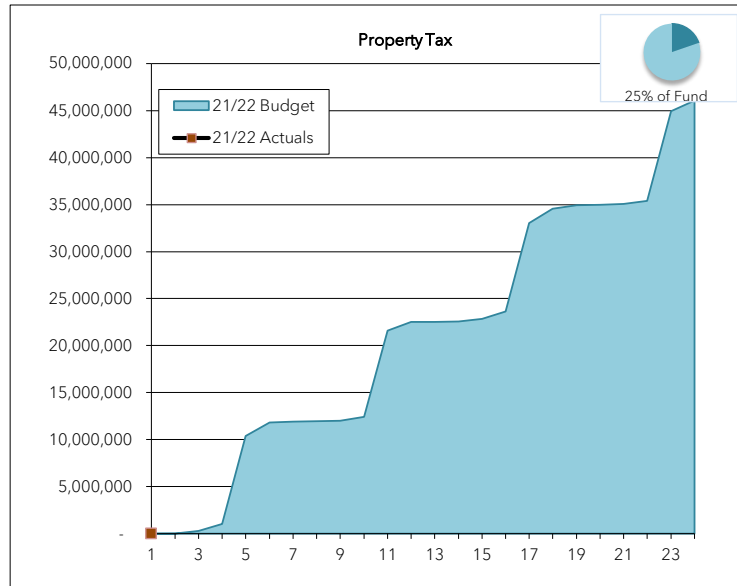
Normalized: adjusted for one-time sales tax revenue

The charts on pages 2 through 6 illustrate General Fund revenues.
It is within the General Fund that general taxes are accounted for.
The blue (shaded) background is the current budget. The dark black solid line is the actual experience this biennium.

Property Tax

**24.56% of Total
Budget- GF**

| | Biennial Budget | Actual | Over / (Under) % |
|---------------------------|--------------------|--------|---------------------|
| January | - | - | 0.00% |
| February | 30,184 | | |
| March | 301,181 | | |
| April | 1,019,592 | | |
| May | 10,363,687 | | |
| June | 11,801,094 | | |
| July | 11,907,174 | | |
| August | 11,945,374 | | |
| September | 12,015,231 | | |
| October | 12,417,039 | | |
| November | 21,608,746 | | |
| December | 22,540,562 | | |
| January | 22,540,562 | | |
| February | 22,567,082 | | |
| March | 22,863,467 | | |
| April | 23,635,793 | | |
| May | 33,046,401 | | |
| June | 34,556,291 | | |
| July | 34,920,243 | | |
| August | 34,989,260 | | |
| September | 35,080,879 | | |
| October | 35,417,548 | | |
| November | 44,932,344 | | |
| December | 46,064,549 | | |
| Percent collected to date | #N/A | | |



Property taxes are paid twice a year (in May and November).
Most property taxes are accounted for in the General Fund however property taxes are also found in
Funds 012, 035, 036, and 037.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

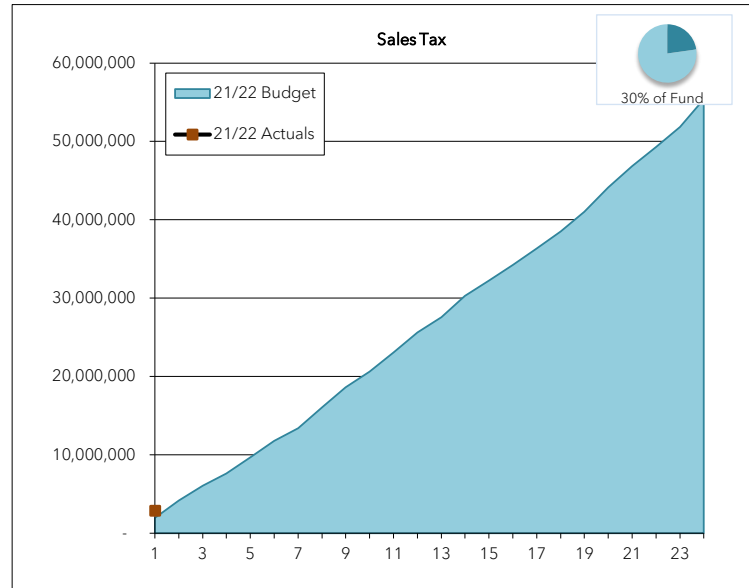
Sales Tax

29.53% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 1,975,547 | 2,908,610 | 47.23% |
| February | 4,156,599 | | |
| March | 6,092,928 | | |
| April | 7,620,175 | | |
| May | 9,687,591 | | |
| June | 11,785,212 | | |
| July | 13,398,985 | | |
| August | 16,082,014 | | |
| September | 18,613,301 | | |
| October | 20,613,816 | | |
| November | 23,071,163 | | |
| December | 25,608,256 | | |
| January | 27,549,528 | | |
| February | 30,280,992 | | |
| March | 32,256,893 | | |
| April | 34,256,984 | | |
| May | 36,331,557 | | |
| June | 38,548,274 | | |
| July | 41,013,673 | | |
| August | 44,133,582 | | |
| September | 46,864,183 | | |
| October | 49,307,215 | | |
| November | 51,872,199 | | |
| December | 55,389,821 | | |

Percent collected to date 5.3%

Normalized: adjusted for one-time sales tax revenue



The total sales tax rate is 10.1% of the value of the sale of which 0.85% comes to the city for general government purposes and 0.01% for criminal justice. (most of the rest goes to other jurisdictions including 68% to the state).

"Normalized" refers to taxes received not related to tax audits.

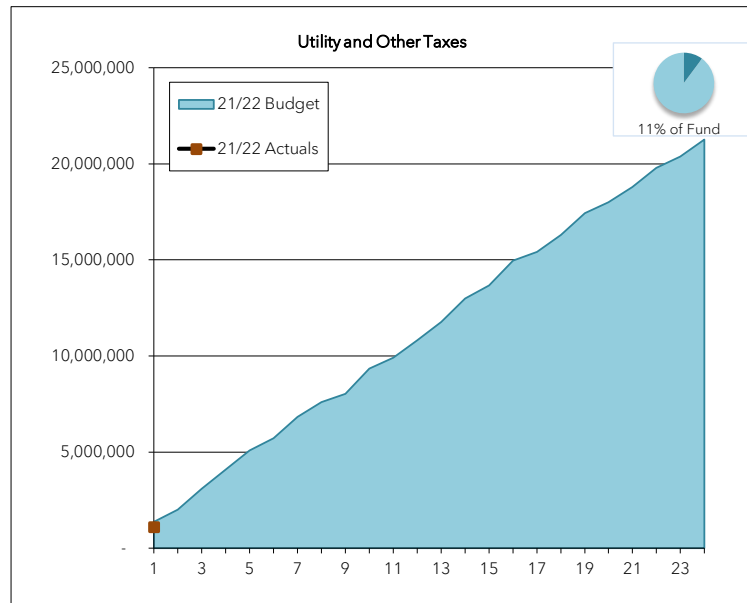
Sales tax is the largest single revenue source in the General Fund. It is collected by the state and sent to the city about two months after the actual sales transaction.

Utility / Other Taxes

11.33% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 1,366,219 | 1,078,073 | -21.09% |
| February | 1,993,054 | | |
| March | 3,101,481 | | |
| April | 4,096,216 | | |
| May | 5,079,527 | | |
| June | 5,722,589 | | |
| July | 6,828,830 | | |
| August | 7,609,399 | | |
| September | 8,028,134 | | |
| October | 9,351,439 | | |
| November | 9,901,144 | | |
| December | 10,812,596 | | |
| January | 11,757,063 | | |
| February | 12,988,838 | | |
| March | 13,666,024 | | |
| April | 14,959,081 | | |
| May | 15,425,828 | | |
| June | 16,291,152 | | |
| July | 17,437,416 | | |
| August | 17,988,441 | | |
| September | 18,787,032 | | |
| October | 19,789,071 | | |
| November | 20,387,068 | | |
| December | 21,262,999 | | |

Percent collected to date 5.1%



The utility tax rate is 6% of the gross revenues of electricity, telephone, cell phone, garbage and natural gas companies.

The cable television utility tax rate is 6% and franchise fee is 5%. Other taxes include admissions and gambling taxes.

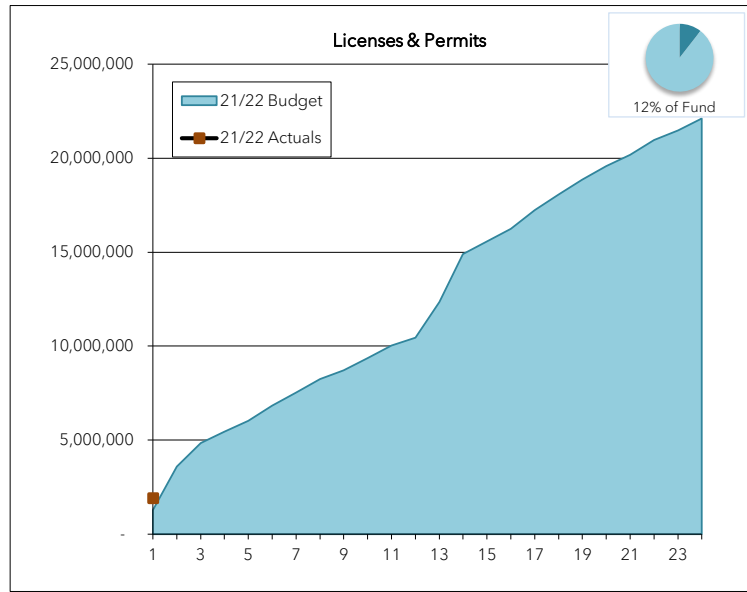
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Licenses & Permits

11.79% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 1,270,590 | 1,928,743 | 51.80% |
| February | 3,591,229 | | |
| March | 4,845,053 | | |
| April | 5,458,464 | | |
| May | 6,025,699 | | |
| June | 6,849,391 | | |
| July | 7,537,131 | | |
| August | 8,250,337 | | |
| September | 8,723,495 | | |
| October | 9,361,436 | | |
| November | 10,044,360 | | |
| December | 10,450,074 | | |
| January | 12,340,506 | | |
| February | 14,904,962 | | |
| March | 15,561,884 | | |
| April | 16,240,165 | | |
| May | 17,229,148 | | |
| June | 18,078,387 | | |
| July | 18,862,056 | | |
| August | 19,577,456 | | |
| September | 20,165,872 | | |
| October | 20,965,021 | | |
| November | 21,477,760 | | |
| December | 22,108,251 | | |

Percent collected to date 8.7%



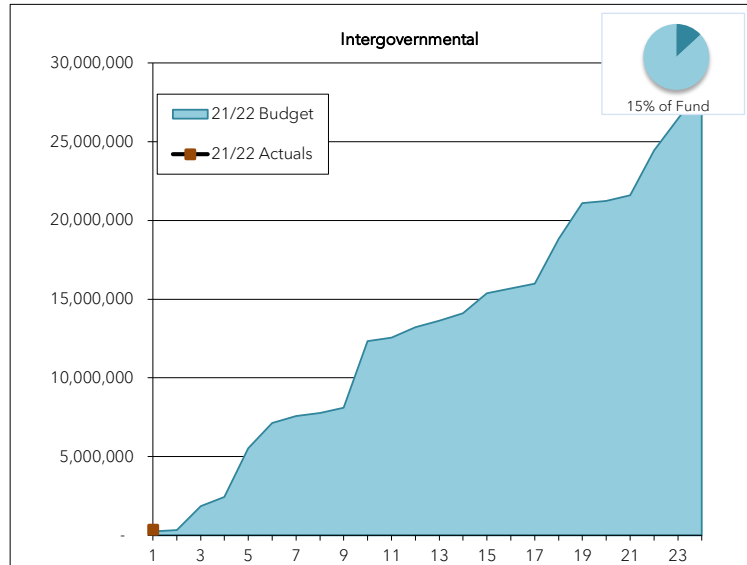
Business license rates are \$51.00 in 2021 and \$52.00 in 2022 per employee within the business.
The estimates for business license are \$7.2 million for the biennium.
The permits are largely development related and are estimated to be almost \$12.5 million for the biennium.

Intergovernmental

15.15% of Total
Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 238,216 | 334,654 | 40.48% |
| February | 326,697 | | |
| March | 1,858,407 | | |
| April | 2,423,020 | | |
| May | 5,524,851 | | |
| June | 7,137,832 | | |
| July | 7,583,897 | | |
| August | 7,769,124 | | |
| September | 8,103,687 | | |
| October | 12,341,690 | | |
| November | 12,546,320 | | |
| December | 13,204,268 | | |
| January | 13,628,539 | | |
| February | 14,099,206 | | |
| March | 15,364,939 | | |
| April | 15,677,482 | | |
| May | 15,987,493 | | |
| June | 18,841,215 | | |
| July | 21,104,741 | | |
| August | 21,241,711 | | |
| September | 21,598,197 | | |
| October | 24,441,175 | | |
| November | 26,455,221 | | |
| December | 28,421,002 | | |

Percent collected to date 1.2%



Intergovernmental revenues include contract payments by Fire District 34 for city service to that area (which is 58% of the total), state support for criminal justice efforts, state shared revenues for liquor taxes and liquor profits, and gas tax.
The city accounts for King County EMS levy payments for basic life support in this account as well as a variety of smaller intergovernmental contract payments to the City.

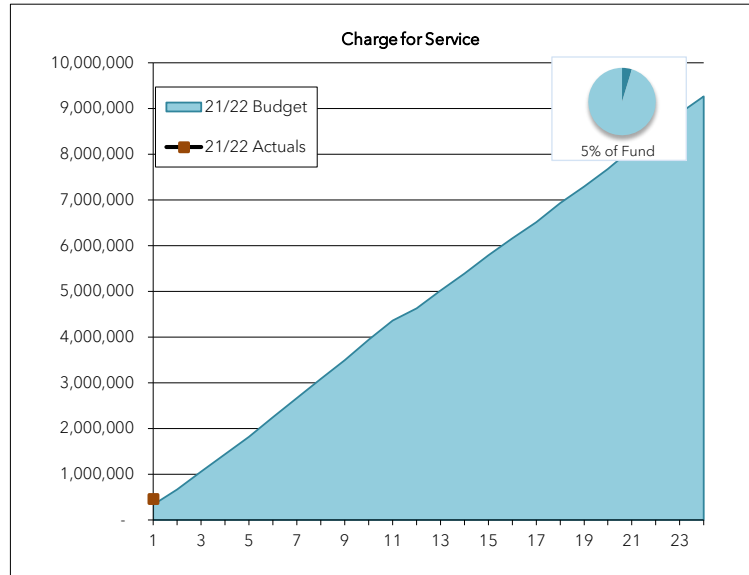
City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Charges for Service

**4.94% of Total
Budget- GF**

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 331,157 | 462,250 | 39.59% |
| February | 668,968 | | |
| March | 1,056,124 | | |
| April | 1,442,274 | | |
| May | 1,818,193 | | |
| June | 2,247,597 | | |
| July | 2,665,058 | | |
| August | 3,083,039 | | |
| September | 3,493,541 | | |
| October | 3,946,043 | | |
| November | 4,360,081 | | |
| December | 4,629,622 | | |
| January | 5,017,092 | | |
| February | 5,389,783 | | |
| March | 5,792,135 | | |
| April | 6,157,790 | | |
| May | 6,510,408 | | |
| June | 6,932,150 | | |
| July | 7,292,765 | | |
| August | 7,679,195 | | |
| September | 8,117,664 | | |
| October | 8,515,605 | | |
| November | 8,891,489 | | |
| December | 9,265,631 | | |

Percent collected to date 5.0%



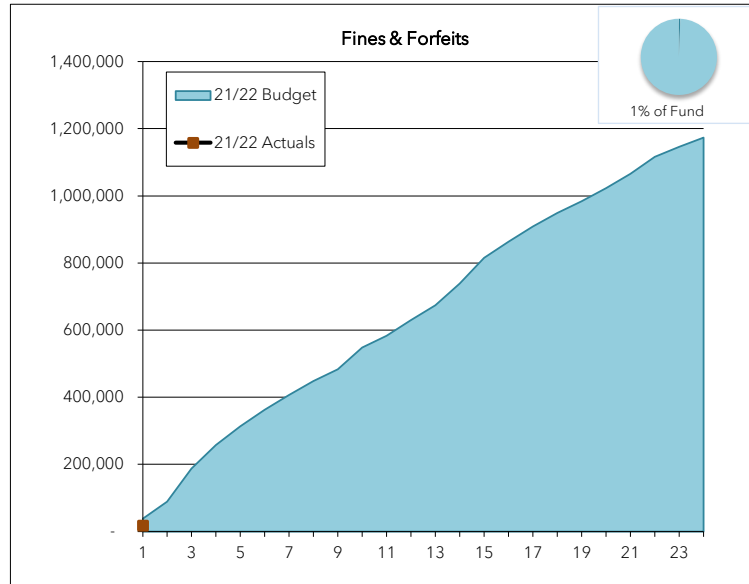
Charges for service include development services and chargebacks for city overhead to other (self-sustaining) funds.

Fines & Forfeits

**0.63% of Total
Budget- GF**

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|--------|---------------------|
| January | 38,249 | 16,579 | -56.65% |
| February | 89,459 | | |
| March | 187,411 | | |
| April | 257,195 | | |
| May | 313,001 | | |
| June | 362,331 | | |
| July | 406,780 | | |
| August | 448,304 | | |
| September | 483,535 | | |
| October | 548,574 | | |
| November | 583,727 | | |
| December | 629,480 | | |
| January | 673,856 | | |
| February | 738,259 | | |
| March | 815,828 | | |
| April | 863,180 | | |
| May | 908,849 | | |
| June | 948,759 | | |
| July | 983,823 | | |
| August | 1,023,090 | | |
| September | 1,065,303 | | |
| October | 1,115,676 | | |
| November | 1,145,999 | | |
| December | 1,173,491 | | |

Percent collected to date 1.4%



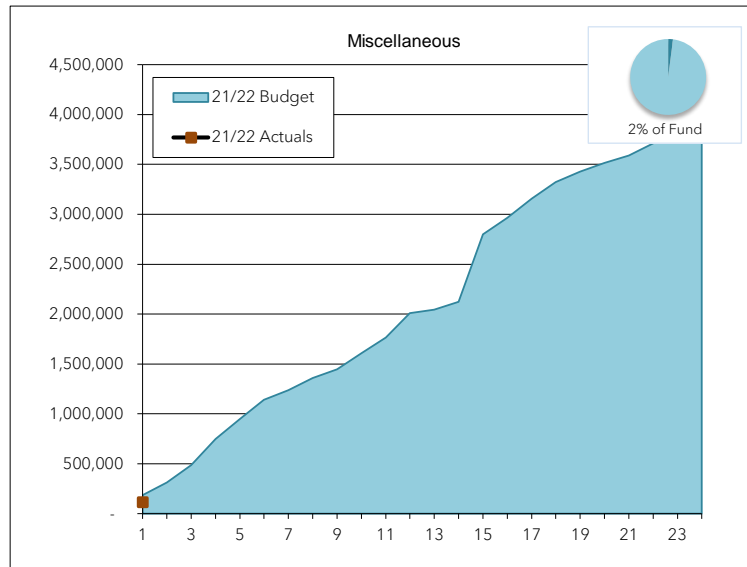
Fines and forfeits collected by the district court on behalf of city for violations of city codes (traffic infractions and misdemeanors). The City accounted for this net of the amount sent to the state until October of 2007 when we began accounting for the full revenue.

City of Redmond, WA
Monthly Revenue Summary - General Fund
2021-2022

Miscellaneous

2.08% of Total
 Budget- GF

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 185,916 | 115,467 | -37.89% |
| February | 310,608 | | |
| March | 488,236 | | |
| April | 746,251 | | |
| May | 947,693 | | |
| June | 1,139,844 | | |
| July | 1,234,970 | | |
| August | 1,357,468 | | |
| September | 1,448,357 | | |
| October | 1,606,476 | | |
| November | 1,765,808 | | |
| December | 2,008,127 | | |
| January | 2,042,928 | | |
| February | 2,123,019 | | |
| March | 2,799,540 | | |
| April | 2,963,167 | | |
| May | 3,157,367 | | |
| June | 3,325,075 | | |
| July | 3,429,561 | | |
| August | 3,516,652 | | |
| September | 3,587,079 | | |
| October | 3,713,391 | | |
| November | 3,840,922 | | |
| December | 3,902,833 | | |



Percent collected to date 3.0%

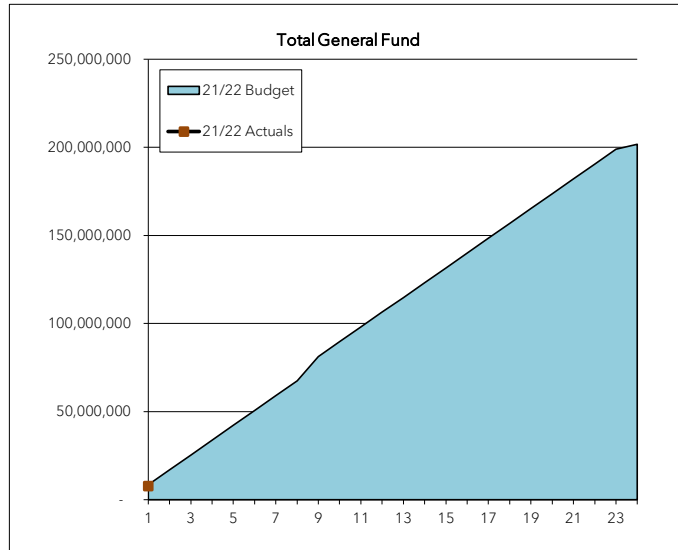
Miscellaneous revenues includes interest earnings on cash, rental revenues and other smaller revenues that do not fit into one of the above categories.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Total General Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 8,433,011 | 7,673,414 | -9.01% |
| February | 16,866,021 | | |
| March | 25,299,032 | | |
| April | 33,732,042 | | |
| May | 42,165,053 | | |
| June | 50,598,063 | | |
| July | 59,031,074 | | |
| August | 67,464,084 | | |
| September | 81,169,623 | | |
| October | 89,575,161 | | |
| November | 97,980,699 | | |
| December | 106,386,238 | | |
| January | 114,791,776 | | |
| February | 123,197,315 | | |
| March | 131,602,853 | | |
| April | 140,008,391 | | |
| May | 148,413,930 | | |
| June | 156,819,468 | | |
| July | 165,225,006 | | |
| August | 173,630,545 | | |
| September | 182,036,083 | | |
| October | 190,441,622 | | |
| November | 198,847,160 | | |
| December | 201,732,921 | | |

% spent 3.80%



The General Fund accounts for services as described in each of the charts below.

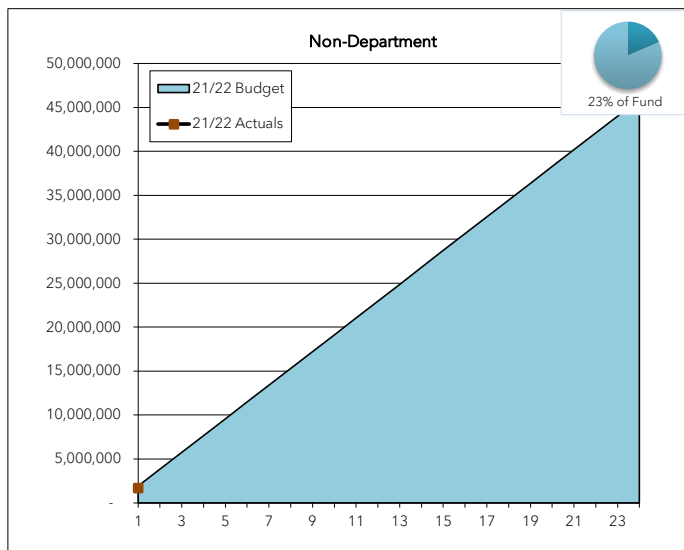
The blue (shaded) background is the current budget. The dark black solid line is the actual experience this year.

Non-Departmental

23% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 1,913,766 | 1,663,951 | -13.05% |
| February | 3,827,531 | | |
| March | 5,741,297 | | |
| April | 7,655,062 | | |
| May | 9,568,828 | | |
| June | 11,482,593 | | |
| July | 13,396,359 | | |
| August | 15,310,124 | | |
| September | 17,223,890 | | |
| October | 19,137,655 | | |
| November | 21,051,421 | | |
| December | 22,965,186 | | |
| January | 24,878,952 | | |
| February | 26,792,717 | | |
| March | 28,706,483 | | |
| April | 30,620,248 | | |
| May | 32,534,014 | | |
| June | 34,447,779 | | |
| July | 36,361,545 | | |
| August | 38,275,310 | | |
| September | 40,189,076 | | |
| October | 42,102,841 | | |
| November | 44,016,607 | | |
| December | 45,930,372 | | |

% spent 3.62%



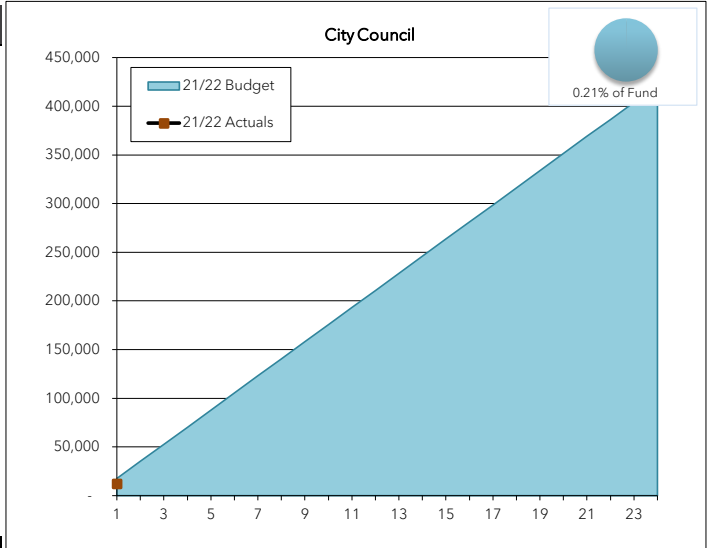
Non-departmental includes insurance payments, transfers to capital improvement funds, transfers to Technology & Information System fund, payment to the district court, and other smaller general city payments.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

City Council

0.21% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|--------|---------------------|
| January | 17,568 | 11,980 | -31.81% |
| February | 35,136 | | |
| March | 52,705 | | |
| April | 70,273 | | |
| May | 87,841 | | |
| June | 105,409 | | |
| July | 122,977 | | |
| August | 140,545 | | |
| September | 158,114 | | |
| October | 175,682 | | |
| November | 193,250 | | |
| December | 210,818 | | |
| January | 228,386 | | |
| February | 245,954 | | |
| March | 263,523 | | |
| April | 281,091 | | |
| May | 298,659 | | |
| June | 316,227 | | |
| July | 333,795 | | |
| August | 351,363 | | |
| September | 368,932 | | |
| October | 386,500 | | |
| November | 404,068 | | |
| December | 421,636 | | |



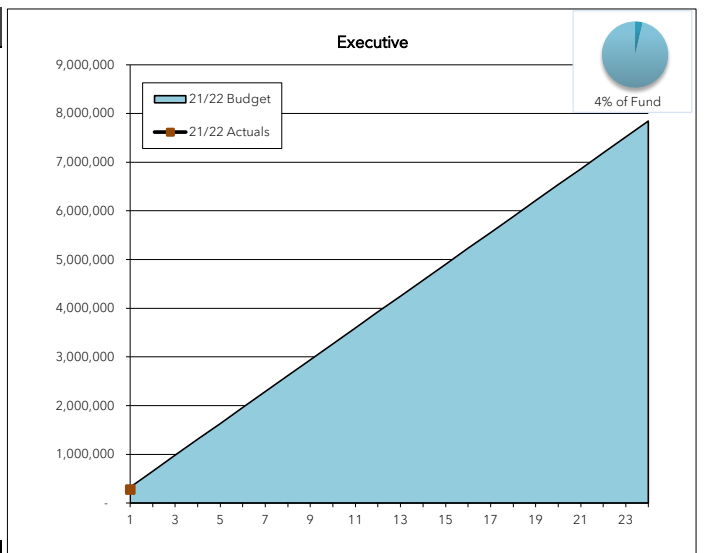
% spent 2.84%

City Council budget accounts for City Council and related expenses.

Executive

4% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 326,904 | 279,754 | -14.42% |
| February | 653,807 | | |
| March | 980,711 | | |
| April | 1,307,614 | | |
| May | 1,634,518 | | |
| June | 1,961,421 | | |
| July | 2,288,325 | | |
| August | 2,615,228 | | |
| September | 2,942,132 | | |
| October | 3,269,035 | | |
| November | 3,595,939 | | |
| December | 3,922,842 | | |
| January | 4,249,746 | | |
| February | 4,576,649 | | |
| March | 4,903,553 | | |
| April | 5,230,456 | | |
| May | 5,557,360 | | |
| June | 5,884,263 | | |
| July | 6,211,167 | | |
| August | 6,538,070 | | |
| September | 6,864,974 | | |
| October | 7,191,877 | | |
| November | 7,518,781 | | |
| December | 7,845,684 | | |



% spent 3.57%

Executive budget provides for the mayor's office, city communications, city clerk's office, and customer service. City Clerk (GF) supports the Mayor and City Council, oversees the Hearing Examiner function, coordinates City elections and monitors state legislative actions.

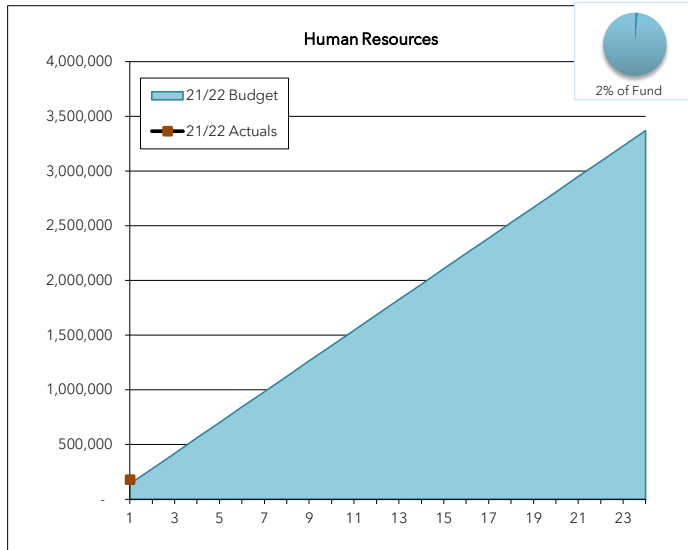
City of Redmond, WA
Monthly ExpenditureSummary - General Fund
2021-2022

Human Resources

2% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 140,429 | 179,568 | 27.87% |
| February | 280,858 | | |
| March | 421,287 | | |
| April | 561,716 | | |
| May | 702,145 | | |
| June | 842,575 | | |
| July | 983,004 | | |
| August | 1,123,433 | | |
| September | 1,263,862 | | |
| October | 1,404,291 | | |
| November | 1,544,720 | | |
| December | 1,685,149 | | |
| January | 1,825,578 | | |
| February | 1,966,007 | | |
| March | 2,106,436 | | |
| April | 2,246,865 | | |
| May | 2,387,294 | | |
| June | 2,527,724 | | |
| July | 2,668,153 | | |
| August | 2,808,582 | | |
| September | 2,949,011 | | |
| October | 3,089,440 | | |
| November | 3,229,869 | | |
| December | 3,370,298 | | |

| | |
|---------|-------|
| % spent | 5.33% |
|---------|-------|



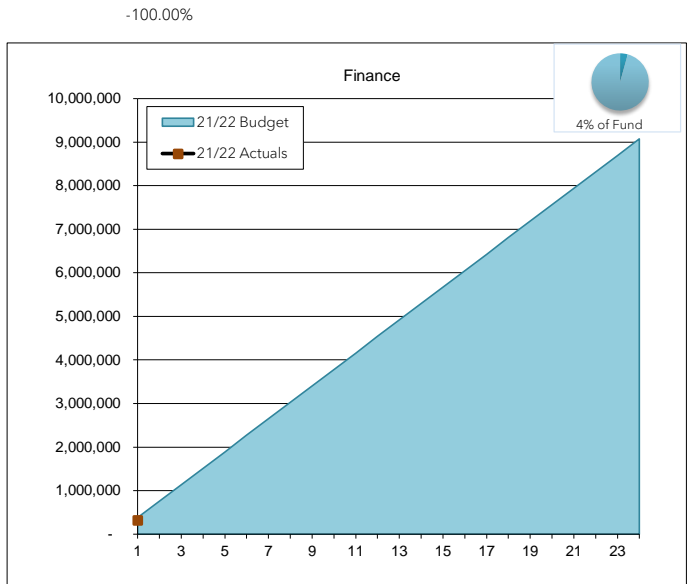
Human Resources accounts for the personnel, recruitments and related functions.

Finance

4% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 378,179 | 316,827 | -16.22% |
| February | 756,357 | | |
| March | 1,134,536 | | |
| April | 1,512,715 | | |
| May | 1,890,894 | | |
| June | 2,269,072 | | |
| July | 2,647,251 | | |
| August | 3,025,430 | | |
| September | 3,403,608 | | |
| October | 3,781,787 | | |
| November | 4,159,966 | | |
| December | 4,538,145 | | |
| January | 4,916,323 | | |
| February | 5,294,502 | | |
| March | 5,672,681 | | |
| April | 6,050,859 | | |
| May | 6,429,038 | | |
| June | 6,807,217 | | |
| July | 7,185,395 | | |
| August | 7,563,574 | | |
| September | 7,941,753 | | |
| October | 8,319,932 | | |
| November | 8,698,110 | | |
| December | 9,076,289 | | |

| | |
|---------|-------|
| % spent | 3.49% |
|---------|-------|



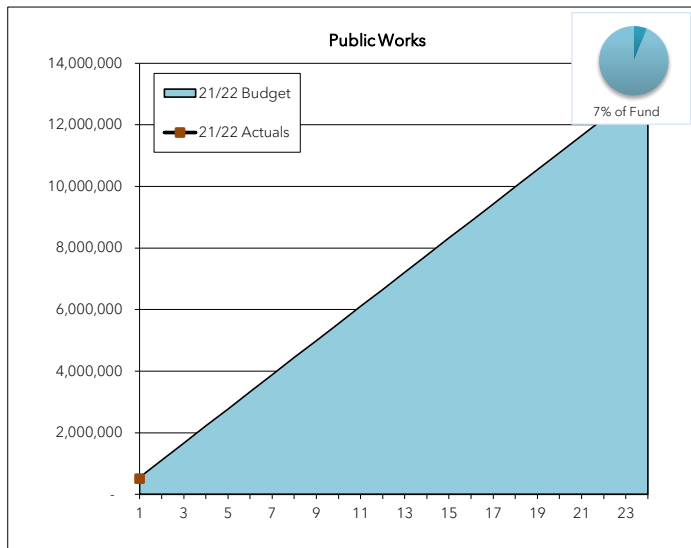
Finance Department provides for accounting, payroll processing, purchasing / payments, financial planning, treasury within the finance discipline.

City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Public Works

7% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|-----------------|---------|------------------|
| January | 554,782 | 507,309 | -8.56% |
| February | 1,109,564 | | |
| March | 1,664,345 | | |
| April | 2,219,127 | | |
| May | 2,773,909 | | |
| June | 3,328,691 | | |
| July | 3,883,473 | | |
| August | 4,438,254 | | |
| September | 4,993,036 | | |
| October | 5,547,818 | | |
| November | 6,102,600 | | |
| December | 6,657,382 | | |
| January | 7,212,163 | | |
| February | 7,766,945 | | |
| March | 8,321,727 | | |
| April | 8,876,509 | | |
| May | 9,431,290 | | |
| June | 9,986,072 | | |
| July | 10,540,854 | | |
| August | 11,095,636 | | |
| September | 11,650,418 | | |
| October | 12,205,199 | | |
| November | 12,759,981 | | |
| December | 13,314,763 | | |
| % spent | | 3.81% | |

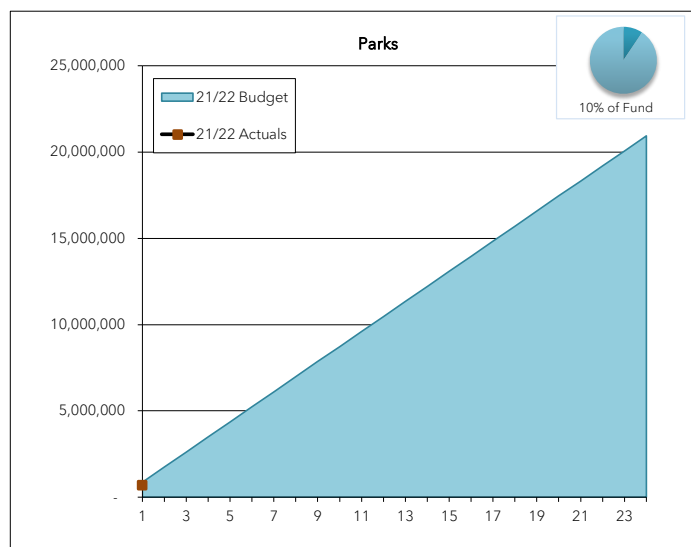


Public Works within the General Fund accounts for maintenance, street maintenance, traffic systems, construction inspection as well as department oversight.

Parks

10% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|-----------------|---------|------------------|
| January | 872,409 | 704,106 | -19.29% |
| February | 1,744,817 | | |
| March | 2,617,226 | | |
| April | 3,489,635 | | |
| May | 4,362,043 | | |
| June | 5,234,452 | | |
| July | 6,106,860 | | |
| August | 6,979,269 | | |
| September | 7,851,678 | | |
| October | 8,724,086 | | |
| November | 9,596,495 | | |
| December | 10,468,904 | | |
| January | 11,341,312 | | |
| February | 12,213,721 | | |
| March | 13,086,129 | | |
| April | 13,958,538 | | |
| May | 14,830,947 | | |
| June | 15,703,355 | | |
| July | 16,575,764 | | |
| August | 17,448,173 | | |
| September | 18,320,581 | | |
| October | 19,192,990 | | |
| November | 20,065,398 | | |
| December | 20,937,807 | | |
| % spent | | 3.36% | |



Parks within the General Fund provide for the senior center, some maintenance and some recreation activities (as well as department oversight).
The parks planning function is also in this account.

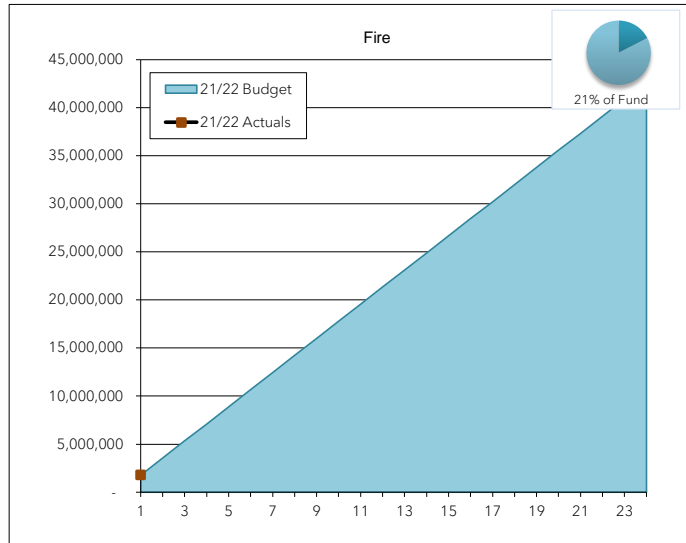
City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Fire

21% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|-----------------|-----------|------------------|
| January | 1,778,340 | 1,784,068 | 0.32% |
| February | 3,556,680 | | |
| March | 5,335,020 | | |
| April | 7,113,360 | | |
| May | 8,891,700 | | |
| June | 10,670,040 | | |
| July | 12,448,380 | | |
| August | 14,226,720 | | |
| September | 16,005,060 | | |
| October | 17,783,400 | | |
| November | 19,561,740 | | |
| December | 21,340,080 | | |
| January | 23,118,419 | | |
| February | 24,896,759 | | |
| March | 26,675,099 | | |
| April | 28,453,439 | | |
| May | 30,231,779 | | |
| June | 32,010,119 | | |
| July | 33,788,459 | | |
| August | 35,566,799 | | |
| September | 37,345,139 | | |
| October | 39,123,479 | | |
| November | 40,901,819 | | |
| December | 42,680,159 | | |

% spent 4.18%



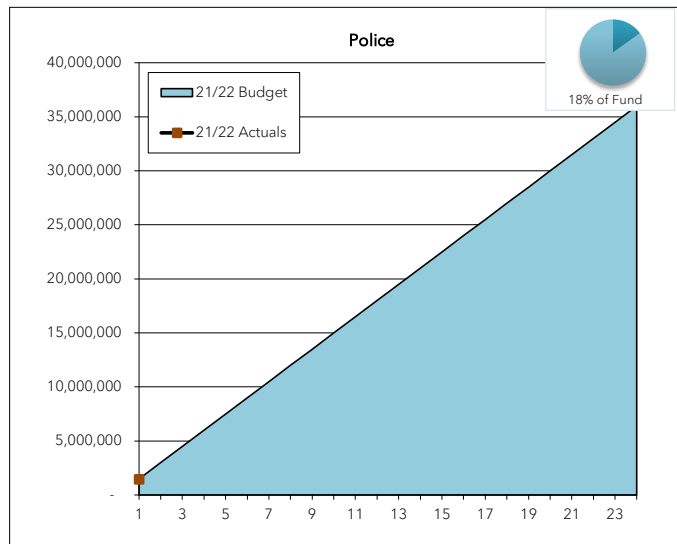
The Fire Department basic services are provided for in this account.
 In addition, "advanced life support" is accounted for in Fund 122 and Fire Services Levy activity is found in Fund 035.

Police

18% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|-----------------|-----------|------------------|
| January | 1,499,855 | 1,469,236 | -2.04% |
| February | 2,999,710 | | |
| March | 4,499,565 | | |
| April | 5,999,419 | | |
| May | 7,499,274 | | |
| June | 8,999,129 | | |
| July | 10,498,984 | | |
| August | 11,998,839 | | |
| September | 13,498,694 | | |
| October | 14,998,548 | | |
| November | 16,498,403 | | |
| December | 17,998,258 | | |
| January | 19,498,113 | | |
| February | 20,997,968 | | |
| March | 22,497,823 | | |
| April | 23,997,677 | | |
| May | 25,497,532 | | |
| June | 26,997,387 | | |
| July | 28,497,242 | | |
| August | 29,997,097 | | |
| September | 31,496,952 | | |
| October | 32,996,806 | | |
| November | 34,496,661 | | |
| December | 35,996,516 | | |

% spent 4.08%



The Police Department services are provided for within this account.
 Other activity occurs in other funds (Fund 126 - Drug Enforcement and Fund 036 - Police Services Levy Funds).

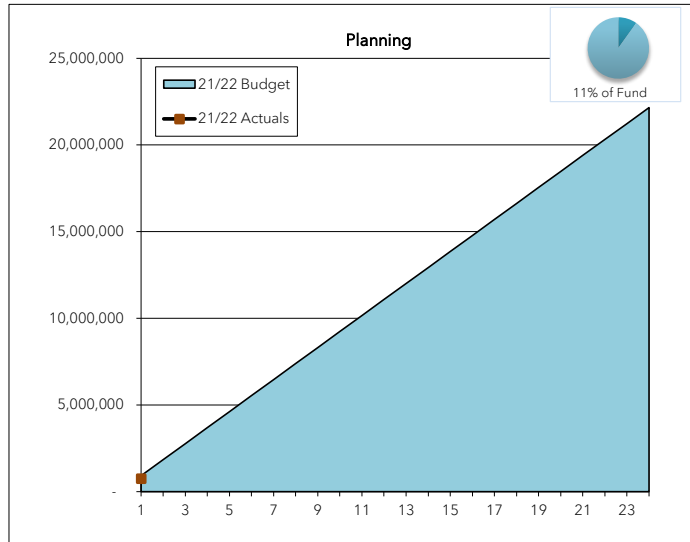
City of Redmond, WA
Monthly Expenditure Summary - General Fund
2021-2022

Planning

11% of Total Fund

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 923,308 | 756,615 | -18.05% |
| February | 1,846,616 | | |
| March | 2,769,925 | | |
| April | 3,693,233 | | |
| May | 4,616,541 | | |
| June | 5,539,849 | | |
| July | 6,463,157 | | |
| August | 7,386,466 | | |
| September | 8,309,774 | | |
| October | 9,233,082 | | |
| November | 10,156,390 | | |
| December | 11,079,699 | | |
| January | 12,003,007 | | |
| February | 12,926,315 | | |
| March | 13,849,623 | | |
| April | 14,772,931 | | |
| May | 15,696,240 | | |
| June | 16,619,548 | | |
| July | 17,542,856 | | |
| August | 18,466,164 | | |
| September | 19,389,472 | | |
| October | 20,312,781 | | |
| November | 21,236,089 | | |
| December | 22,159,397 | | |

% spent 3.41%

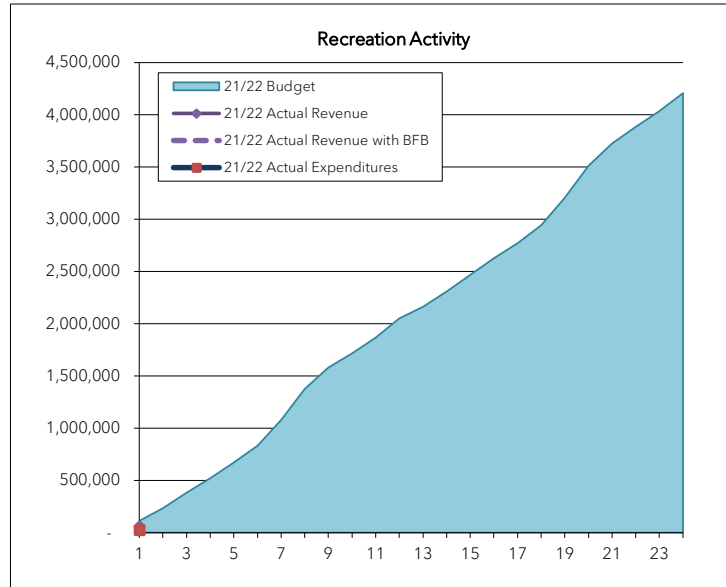


The Planning Department is largely accounted for in this budget which includes the permit center,
long-range and short-range planning, and plan reviews.

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Recreation Activity Fund (Fund 110)

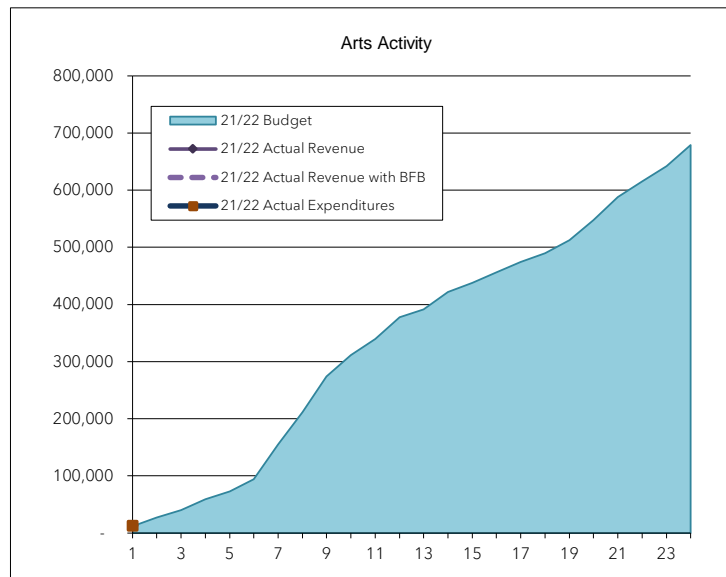
| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|--------|---------------------|
| January | 113,528 | 22,787 | -79.93% |
| February | 234,424 | | |
| March | 381,212 | | |
| April | 520,727 | | |
| May | 671,023 | | |
| June | 832,648 | | |
| July | 1,077,135 | | |
| August | 1,376,172 | | |
| September | 1,580,085 | | |
| October | 1,717,124 | | |
| November | 1,865,391 | | |
| December | 2,051,776 | | |
| January | 2,164,692 | | |
| February | 2,309,675 | | |
| March | 2,466,121 | | |
| April | 2,625,910 | | |
| May | 2,771,124 | | |
| June | 2,941,998 | | |
| July | 3,206,724 | | |
| August | 3,511,764 | | |
| September | 3,726,819 | | |
| October | 3,886,562 | | |
| November | 4,032,884 | | |
| December | 4,207,550 | | |
| | BTD Status | 0.54% | |



These charts include a lighter solid (purple) revenue line for the fund.
The dashed line is the revenue without beginning fund balance.
The Recreation Activity fund is a self sustaining (by fees collected) for recreation activities.

Arts Activity Fund (Fund 011)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|--------|---------------------|
| January | 11,676 | 12,870 | 10.22% |
| February | 26,944 | | |
| March | 40,176 | | |
| April | 59,599 | | |
| May | 73,309 | | |
| June | 94,434 | | |
| July | 155,558 | | |
| August | 211,365 | | |
| September | 273,860 | | |
| October | 311,663 | | |
| November | 339,255 | | |
| December | 377,696 | | |
| January | 391,385 | | |
| February | 421,983 | | |
| March | 437,516 | | |
| April | 455,929 | | |
| May | 474,299 | | |
| June | 489,508 | | |
| July | 512,810 | | |
| August | 547,387 | | |
| September | 588,354 | | |
| October | 615,131 | | |
| November | 642,298 | | |
| December | 679,044 | | |
| | BTD Status | 1.90% | |

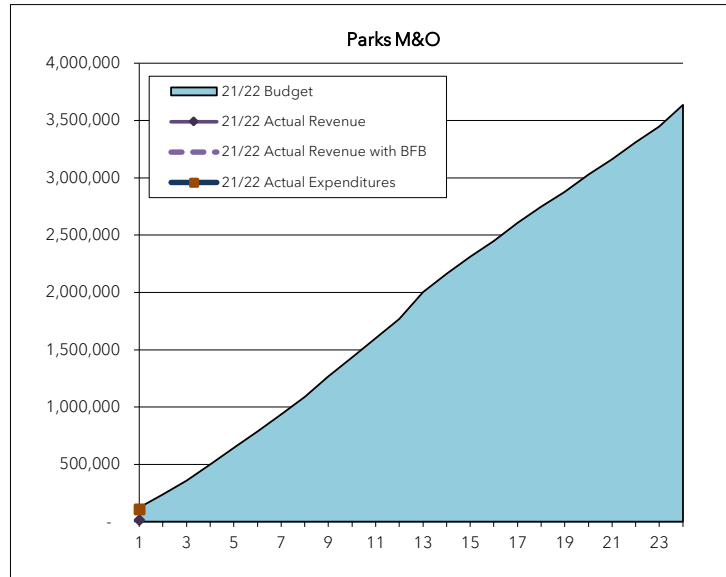


The Arts Activity Fund accounts for salaries and benefits that support the arts programs within the City.
Revenues are primarily a \$1.50 per capita transfer from the General Fund

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Parks M&O Fund (Fund 012)

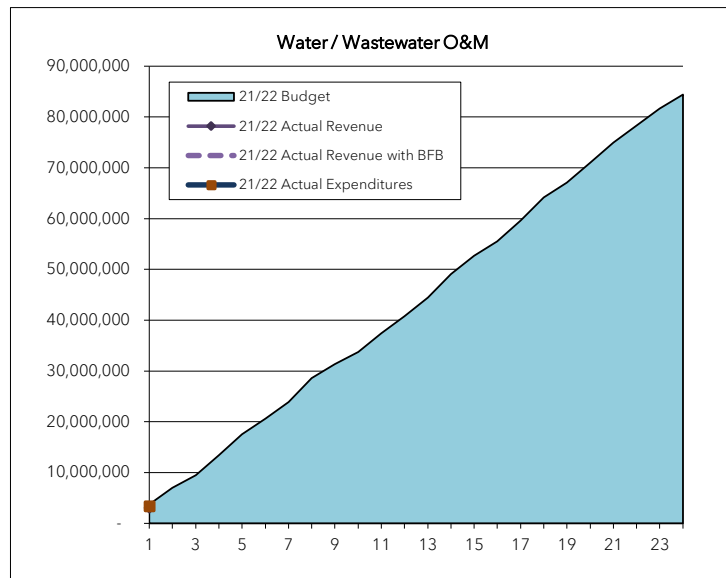
| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|---------|---------------------|
| January | 123,864 | 104,668 | -15.50% |
| February | 238,315 | | |
| March | 357,747 | | |
| April | 501,105 | | |
| May | 642,945 | | |
| June | 789,169 | | |
| July | 936,978 | | |
| August | 1,088,628 | | |
| September | 1,268,487 | | |
| October | 1,432,896 | | |
| November | 1,602,781 | | |
| December | 1,769,394 | | |
| January | 2,002,122 | | |
| February | 2,163,213 | | |
| March | 2,312,795 | | |
| April | 2,447,571 | | |
| May | 2,606,176 | | |
| June | 2,747,206 | | |
| July | 2,876,696 | | |
| August | 3,028,566 | | |
| September | 3,162,374 | | |
| October | 3,310,100 | | |
| November | 3,445,783 | | |
| December | 3,636,220 | | |
| | BTD Status | 2.88% | |



The Parks M&O Fund accounts for voter approved special operating levies
to support the maintenance of the City's park system.

Water/Wastewater O&M Fund (Fund 401)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|--------------------|-----------|---------------------|
| January | 3,752,078 | 3,318,452 | -11.56% |
| February | 7,037,008 | | |
| March | 9,460,565 | | |
| April | 13,428,911 | | |
| May | 17,506,510 | | |
| June | 20,656,645 | | |
| July | 23,911,026 | | |
| August | 28,605,038 | | |
| September | 31,306,558 | | |
| October | 33,751,272 | | |
| November | 37,403,782 | | |
| December | 40,726,779 | | |
| January | 44,474,273 | | |
| February | 49,116,872 | | |
| March | 52,659,277 | | |
| April | 55,506,468 | | |
| May | 59,643,691 | | |
| June | 64,199,838 | | |
| July | 67,106,220 | | |
| August | 71,041,710 | | |
| September | 75,001,026 | | |
| October | 78,345,787 | | |
| November | 81,614,396 | | |
| December | 84,418,594 | | |
| | BTD Status | 3.93% | |

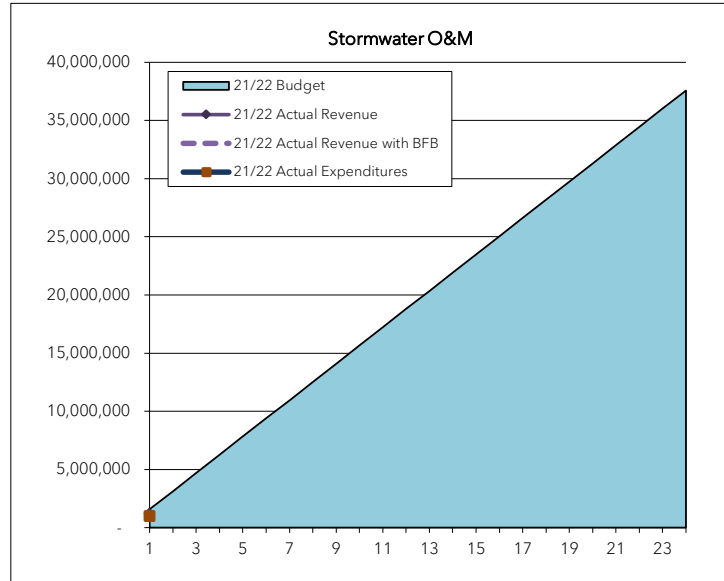


The Water/Wastewater O&M Fund accounts for the operations of the city's water and wastewater utilities.
A transfer from these revenues is made to support the capital improvements necessary to maintain and develop
related facilities. These improvements are accounted for in Funds 403 and 404.

City of Redmond, WA
Monthly Summary - Operating Funds
2021-2022

Stormwater O&M Fund (Fund 405)

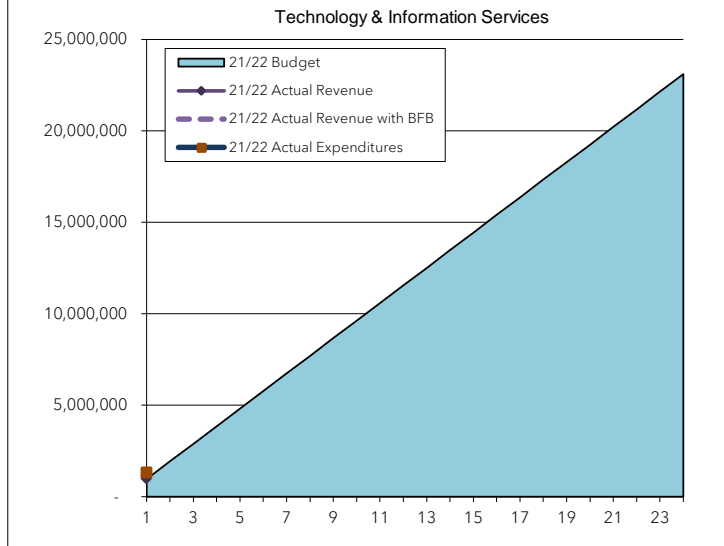
| | Biennial Budget | Actual | Over / (Under) % |
|------------|-----------------|-----------|------------------|
| January | 1,565,501 | 1,010,945 | -35.42% |
| February | 3,131,003 | | |
| March | 4,696,504 | | |
| April | 6,262,005 | | |
| May | 7,827,506 | | |
| June | 9,393,008 | | |
| July | 10,958,509 | | |
| August | 12,524,010 | | |
| September | 14,089,512 | | |
| October | 15,655,013 | | |
| November | 17,220,514 | | |
| December | 18,786,016 | | |
| January | 20,351,517 | | |
| February | 21,917,018 | | |
| March | 23,482,519 | | |
| April | 25,048,021 | | |
| May | 26,613,522 | | |
| June | 28,179,023 | | |
| July | 29,744,525 | | |
| August | 31,310,026 | | |
| September | 32,875,527 | | |
| October | 34,441,028 | | |
| November | 36,006,530 | | |
| December | 37,572,031 | | |
| BTD Status | | 2.69% | |



The Stormwater O&M Fund accounts for the operations and maintenance activities related to managing surface and stormwater. A transfer from these revenues is made to support the capital improvements necessary to maintain and develop related facilities. These improvements are accounted for in fund 406.

Technology & Information Services Fund (520)

| | Biennial Budget | Actual | Over / (Under) % |
|-----------|-----------------|-----------|------------------|
| January | 962,642 | 1,334,445 | 38.62% |
| February | 1,925,284 | | |
| March | 2,887,926 | | |
| April | 3,850,567 | | |
| May | 4,813,209 | | |
| June | 5,775,851 | | |
| July | 6,738,493 | | |
| August | 7,701,135 | | |
| September | 8,663,777 | | |
| October | 9,626,418 | | |
| November | 10,589,060 | | |
| December | 11,551,702 | | |
| January | 12,514,344 | | |
| February | 13,476,986 | | |
| March | 14,439,628 | | |
| April | 15,402,269 | | |
| May | 16,364,911 | | |
| June | 17,327,553 | | |
| July | 18,290,195 | | |
| August | 19,252,837 | | |
| September | 20,215,479 | | |
| October | 21,178,120 | | |
| November | 22,140,762 | | |
| December | 23,103,404 | | |
| % spent | | 5.78% | |

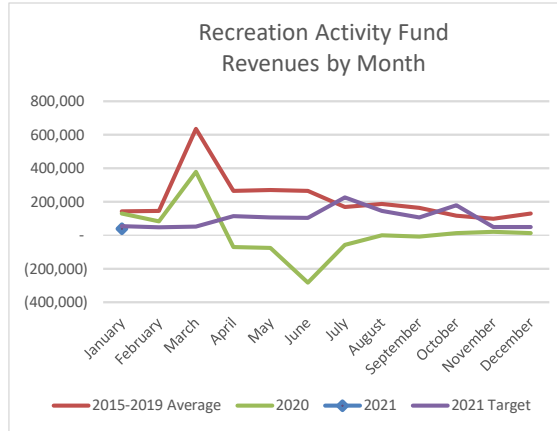


Information Technology (Fund 520) provides for applications support, service desk, GIS and Network Services.

**City of Redmond, WA
Monthly Summary
2021-2022**

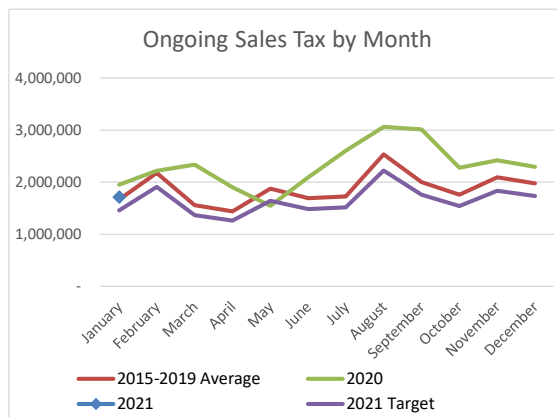
Recreation Activity Fund (Revenue)

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|----------------|------------------|----------------|---------------------|
| January | 130,247 | 53,850 | 40,201 | -25.35% |
| February | 83,174 | 47,617 | | |
| March | 378,764 | 51,107 | | |
| April | (69,069) | 112,995 | | |
| May | (76,835) | 106,493 | | |
| June | (282,805) | 104,479 | | |
| July | (58,152) | 226,139 | | |
| August | (654) | 144,367 | | |
| September | (8,596) | 106,473 | | |
| October | 12,685 | 178,791 | | |
| November | 19,341 | 50,030 | | |
| December | 11,762 | 48,116 | | |
| Total | 139,862 | 1,230,459 | 40,201 | |



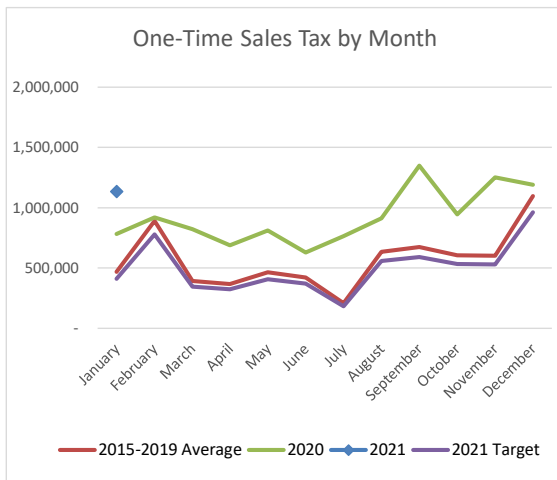
Sales Tax Ongoing

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|-------------------|------------------|---------------------|
| January | 1,952,341 | 1,460,985 | 1,715,696 | 17.43% |
| February | 2,221,155 | 1,908,493 | | |
| March | 2,334,677 | 1,367,495 | | |
| April | 1,898,462 | 1,262,315 | | |
| May | 1,546,038 | 1,644,738 | | |
| June | 2,092,981 | 1,482,702 | | |
| July | 2,603,920 | 1,514,649 | | |
| August | 3,060,908 | 2,222,164 | | |
| September | 3,016,332 | 1,755,812 | | |
| October | 2,280,419 | 1,540,025 | | |
| November | 2,417,706 | 1,832,836 | | |
| December | 2,293,861 | 1,734,882 | | |
| Total | 27,718,800 | 19,727,095 | 1,715,696 | |



Sales Tax One-time

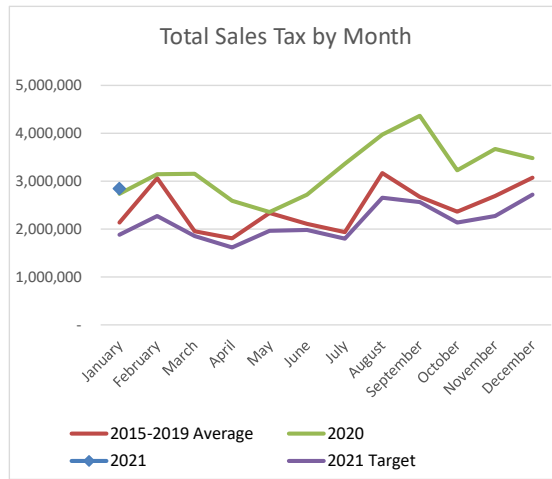
| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|------------------|------------------|---------------------|
| January | 781,737 | 410,082 | 1,136,228 | 177.07% |
| February | 920,545 | 780,736 | | |
| March | 822,571 | 345,256 | | |
| April | 688,885 | 322,975 | | |
| May | 809,742 | 408,864 | | |
| June | 628,998 | 370,743 | | |
| July | 763,279 | 182,949 | | |
| August | 911,909 | 557,959 | | |
| September | 1,349,108 | 590,625 | | |
| October | 946,672 | 532,127 | | |
| November | 1,252,592 | 528,596 | | |
| December | 1,190,306 | 962,183 | | |
| Total | 11,066,344 | 5,993,094 | 1,136,228 | |



**City of Redmond, WA
Monthly Summary
2021-2022**

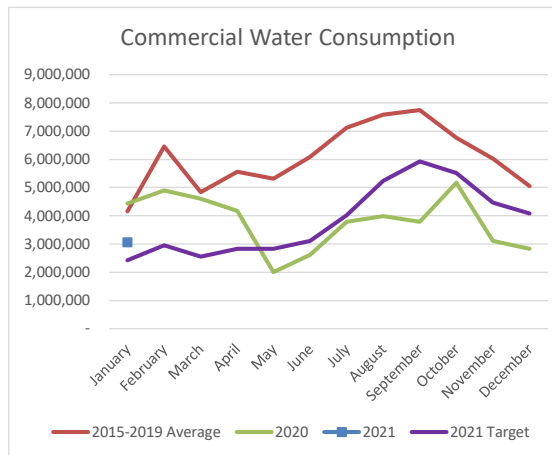
Sales Tax Total

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|-------------------|------------------|---------------------|
| January | 2,734,078 | 1,882,493 | 2,851,924 | 51.50% |
| February | 3,141,700 | 2,272,853 | | |
| March | 3,157,248 | 1,855,392 | | |
| April | 2,587,347 | 1,616,713 | | |
| May | 2,355,780 | 1,965,242 | | |
| June | 2,721,979 | 1,980,966 | | |
| July | 3,367,199 | 1,795,772 | | |
| August | 3,972,817 | 2,656,324 | | |
| September | 4,365,440 | 2,561,759 | | |
| October | 3,227,091 | 2,138,368 | | |
| November | 3,670,298 | 2,274,878 | | |
| December | 3,484,167 | 2,719,427 | | |
| Total | 38,785,144 | 25,720,189 | 2,851,924 | |



Water Consumption Report

| | 2020 Actual | 2021 Target | 2021 Actual | Over / (Under) % |
|--------------|-------------------|-------------------|------------------|---------------------|
| January | 4,432,400 | 2,423,590 | 3,059,200 | 26.23% |
| February | 4,897,100 | 2,948,920 | | |
| March | 4,604,300 | 2,549,755 | | |
| April | 4,171,300 | 2,831,400 | | |
| May | 2,003,600 | 2,828,215 | | |
| June | 2,610,400 | 3,106,480 | | |
| July | 3,788,100 | 4,013,808 | | |
| August | 3,982,200 | 5,236,046 | | |
| September | 3,779,400 | 5,926,200 | | |
| October | 5,168,700 | 5,517,200 | | |
| November | 3,103,300 | 4,465,800 | | |
| December | 2,831,100 | 4,083,500 | | |
| Total | 45,371,900 | 45,930,915 | 3,059,200 | |



City of Redmond, WA
Monthly All Funds Recap
January-21
(Note - Biennial Budget)

| FUND | Beginning Balance | Revenues | Expenditure Budget | Expenditures | Ending Balance | % Expended |
|--------------------------------|--------------------|-------------------|--------------------|-------------------|--------------------|--------------|
| Arts Activity | 107,883 | 13,692 | 679,044 | 12,870 | 108,704 | 1.90% |
| Business Tax | 1,594,799 | 705,658 | 11,849,645 | 208,767 | 2,091,690 | 1.76% |
| Capital Replacement Reserve | 2,853,833 | 83,333 | 4,853,833 | 86,934 | 2,850,232 | 1.79% |
| Community Events | 53,403 | 8,020 | 762,363 | 10,290 | 51,133 | 1.35% |
| Fire Equipment Reserve | 3,533,723 | 37,354 | 4,430,207 | 10,382 | 3,560,695 | 0.23% |
| Public Safety Levy Fund | 3,809,686 | 159,856 | 15,717,546 | 703,076 | 3,266,466 | 4.47% |
| General Gov't Major Maint | 10,640,683 | 159,478 | 15,879,596 | 78,231 | 10,721,930 | 0.49% |
| General Fund | 14,144,344 | 6,275,657 | 201,732,921 | 7,593,601 | 12,826,399 | 3.76% |
| Human Services Grants | 2,617,235 | 183,916 | 5,279,457 | 38,604 | 2,762,547 | 0.73% |
| Operating Reserve | 7,949,824 | - | 8,029,824 | 17,682 | 7,932,142 | 0.22% |
| Parks Levy Fund | 430,567 | - | 1,200,074 | 92,116 | 338,451 | 7.68% |
| Parks Maint. & Operations | 752,719 | 13,675 | 3,636,220 | 104,668 | 661,726 | 2.88% |
| Parks Maintenance Prjts | 238,236 | (5,247) | 1,360,836 | 64,034 | 168,955 | 4.71% |
| Real Property Fund | 797,160 | 20,167 | 1,055,114 | 1,966 | 815,361 | 0.19% |
| Transportation Maint. Prjt | 1,128,915 | 118,836 | 13,596,553 | 191,421 | 1,056,330 | 1.41% |
| TOTAL GENERAL GOV'T | 50,653,010 | 7,774,394 | 290,063,233 | 9,214,643 | 49,212,762 | 3.18% |
| Advanced Life Support | 1,454,493 | - | 19,695,613 | 786,482 | 668,011 | 3.99% |
| Cable Access Fund | 66,308 | 50 | 66,982 | 1,575 | 64,784 | 2.35% |
| Drug Enforcement | 117,601 | 109 | 117,601 | 42,426 | 75,284 | 36.08% |
| Fire Donations | 434,701 | 848 | 615,903 | - | 435,549 | |
| Fleet Maintenance | 2,569,175 | 151,399 | 9,933,236 | 171,844 | 2,548,731 | 1.73% |
| General Gov't Capital | 1,512,222 | 10,170 | 5,092,140 | 172,378 | 1,350,014 | 3.39% |
| Information Technology | 2,031,426 | 1,004,041 | 23,103,404 | 1,334,445 | 1,701,022 | 5.78% |
| Insurance | 777,872 | 117,295 | 3,714,231 | 27,773 | 867,395 | 0.75% |
| Medical Self Insurance | 4,249,406 | 1,450,759 | 34,128,975 | 1,125,290 | 4,574,875 | 3.30% |
| Development Review | 7,839,767 | 899,143 | 19,581,584 | 434,956 | 8,303,954 | 2.22% |
| Non-Voted Bonds | 25,955 | 395,573 | 9,583,033 | - | 421,528 | |
| Novelty Hill Water Projects | 10,368,582 | 65,743 | 2,212,777 | 2,176 | 10,432,149 | 0.10% |
| Novelty Hill Utility | 5,795,633 | 118,277 | 21,339,048 | 633,689 | 5,280,221 | 2.97% |
| Novelty Hill Wastewater Proje | 12,412,990 | 70,180 | 7,419,567 | 1,549 | 12,481,621 | 0.02% |
| Operating Grants | 1,387,841 | 50,653 | 2,360,334 | 53,373 | 1,385,120 | 2.26% |
| Parks Capital Projects | 5,574,150 | 91,428 | 16,518,321 | 31,547 | 5,634,031 | 0.19% |
| Real Estate Excise Tax | 12,721,488 | 24,526 | 23,121,488 | - | 12,746,014 | |
| Recreational Activity | - | 61,574 | 4,207,550 | 22,787 | 38,787 | 0.54% |
| Solid Waste Recycling | 1,038,820 | 82,215 | 3,291,433 | 94,048 | 1,026,987 | 2.86% |
| Stormwater Capital | 34,330,429 | 225,388 | 15,462,699 | 51,035 | 34,504,782 | 0.33% |
| Stormwater Management | 9,086,396 | 1,208,170 | 37,572,031 | 1,010,945 | 9,283,621 | 2.69% |
| Tourism Hotel/Motel | 916,085 | 8,820 | 2,090,906 | 47 | 924,858 | 0.00% |
| Transportation Capital Project | 25,267,857 | 75,885 | 26,303,214 | 48,064 | 25,295,677 | 0.18% |
| Wastewater Construction | 6,647,697 | 95,659 | 15,450,508 | 150,652 | 6,592,704 | 0.98% |
| Water Capital | 11,746,360 | 268,240 | 15,302,550 | 317,177 | 11,697,423 | 2.07% |
| Water / Sewer Utility | 11,438,546 | 3,077,853 | 84,418,594 | 3,318,452 | 11,197,947 | 3.93% |
| Worker's Compensation | 498,155 | 141,096 | 4,802,738 | 295,301 | 343,950 | 6.15% |
| GRAND TOTAL | 220,962,965 | 17,469,491 | 697,569,693 | 19,342,654 | 219,089,802 | 2.77% |

Notes and explanations:

N/A

City of Redmond, WA
Monthly Capital Funds Recap
January-21
(Note - Biennial Budget)

| FUND | Beginning Balance | Revenues | Expenditure Budget* | Expenditures | Ending Balance | % Expended |
|-----------------------------|--------------------|------------------|---------------------|------------------|--------------------|--------------|
| Parks Maintenance Pjts | 238,236 | (5,247) | 1,360,836 | 64,034 | 168,955 | 4.71% |
| Transportation Maint. Pjrt | 1,128,915 | 118,836 | 13,596,553 | 191,421 | 1,056,330 | 1.41% |
| General Gov't Major Maint | 10,640,683 | 159,478 | 15,879,596 | 78,231 | 10,721,930 | 0.49% |
| General Gov't Capital | 1,512,222 | 10,170 | 5,092,140 | 172,378 | 1,350,014 | 3.39% |
| Novelty Hill Water Pjts | 10,368,582 | 65,743 | 2,212,777 | 2,176 | 10,432,149 | 0.10% |
| Novelty Hill Wastewtr Pjts | 12,412,990 | 70,180 | 7,419,567 | 1,549 | 12,481,621 | 0.02% |
| Parks Capital Pjts | 5,574,150 | 91,428 | 16,518,321 | 31,547 | 5,634,031 | 0.19% |
| Stormwater Capital | 34,330,429 | 225,388 | 15,462,699 | 51,035 | 34,504,782 | 0.33% |
| Transportation Capital Pjts | 25,267,857 | 75,885 | 26,303,214 | 48,064 | 25,295,677 | 0.18% |
| Wastewater Construction | 6,647,697 | 95,659 | 15,450,508 | 150,652 | 6,592,704 | 0.98% |
| Water Capital | 11,746,360 | 268,240 | 15,302,550 | 317,177 | 11,697,423 | 2.07% |
| GRAND TOTAL | 119,868,121 | 1,175,759 | 134,598,761 | 1,108,264 | 119,935,617 | 0.82% |

Notes and explanations:

N/A



Memorandum

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-054

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-------------------------------------|----------------|--------------|
| Technology and Information Services | Jonny Chambers | 425-556-2160 |
|-------------------------------------|----------------|--------------|

DEPARTMENT STAFF:

| | | |
|-------------------------------------|---------------|-------------------------------------|
| Technology and Information Services | Simrat Sekhon | TIS Security and Compliance Manager |
|-------------------------------------|---------------|-------------------------------------|

TITLE:

Overview of Recent Cyber Incidents, Incident Response Approach, and Status Update on Cybersecurity Audit with Office of Washington State Auditor (SAO)

OVERVIEW STATEMENT:

Information security events can have a significant impact on the confidentiality, integrity, and availability of the City's Information systems, applications, and data. It is essential to manage information security incidents to minimize their impact and restore operations affected by such incidents. We wanted to give an overview of how we have been impacted by the recent cyber incidents, and how we approach incident response to ensure that the City complies with all legal requirements and obligations of reporting such incidents, and promptly notifying the individuals that are impacted. We also wanted to provide an update on the Cybersecurity Audit with Office of the Washington State Auditor (SAO) that began in March 2020.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

City's effective approach to managing security incidents limits the negative consequences to both the City and its residents and improves the City's ability to promptly restore operations affected by such incidents.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:**Total Cost:**

N/A

Approved in current biennial budget:☐ Yes☐ No☒ N/A**Budget Offer Number:**

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:☐ Yes☐ No☒ N/A**If yes, explain:**

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached**COUNCIL REVIEW:****Previous Contact(s)**

| Date | Meeting | Requested Action |
|------|--|------------------|
| | Item has not been presented to Council | N/A |

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-054

Type: Committee Memo

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|------|----------------------------|------------------|
| N/A | None Proposed at this Time | N/A |

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

none



Memorandum

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-055

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

| | | |
|-----------------|---------------|--------------|
| Human Resources | Cathryn Laird | 425-556-2125 |
|-----------------|---------------|--------------|

DEPARTMENT STAFF:

| | | |
|-----------------|---------------|-------------------------|
| Human Resources | Lindsay Smith | Human Resources Analyst |
|-----------------|---------------|-------------------------|

TITLE:

Administrative Updates to the Teamsters Police Support and Teamsters Police Officers Collective Bargaining Agreements

OVERVIEW STATEMENT:

The Redmond Police Association (RPA) was the previous union representative of the police officer and police support employees. Teamster Local No. 117 became the PERC certified union representative of police officer and police support employees as of September 22, 2020. Due to that certification, administrative changes to the collective bargaining agreements (CBAs) with each bargaining unit are required.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
RPA Police Commissioned CBA; RPA Police Support CBA
- **Required:**
RCW 35A.11.020
- **Council Request:**
N/A
- **Other Key Facts:**
Council previously reviewed and approved the RPA Police Commissioned and Police Support collective bargaining agreements.

OUTCOMES:

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-055

Type: Committee Memo

These CBAs set forth the working relationship between the City and the police officer and police support employees, and covers salaries, benefits, working conditions, and other information. These changes to the CBA as a result of Teamsters' representation are administrative in nature and include the following changes:

- Updated identification of union representative from "RPA" and "Association" to "Teamsters" and "Union"
- Added "unintended consequences" language and maintain Memorandum of Understanding (MOU)/Letter of Understanding (LOU) language (see Section 14.4 of Police Officer CBA and Section 13.4 of Police Support CBA)
- Updated formatting and signature blocks
- Added Appendix C, which includes an index of effective MOUs and LOUs
- Incorporated one existing MOU into language of Police Support CBA (see Section 5.4.1.1)

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

These administrative changes do not affect wages, benefits, or working conditions, and as a result there are no fiscal impacts.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:

000232

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-055

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

| Date | Meeting | Requested Action |
|------|--|------------------|
| N/A | Item has not been presented to Council | N/A |

Proposed Upcoming Contact(s)

| Date | Meeting | Requested Action |
|----------|------------------|------------------|
| 3/2/2021 | Business Meeting | Approve |

Time Constraints:

N/A.

ANTICIPATED RESULT IF NOT APPROVED:

The administrative changes are intended to update the CBAs to reflect the employee groups' current union representation while maintaining the substance of the CBAs for the remainder of the term. If these changes are not approved, there will be continued internal and external confusion as to the union representation of these two employee groups.

ATTACHMENTS:

Attachment A: Police Officer Collective Bargaining Agreement

Attachment B: Police Support Collective Bargaining Agreement

AGREEMENT

by and between

CITY OF REDMOND, WASHINGTON

and

TEAMSTERS LOCAL UNION NO. 117

(Representing the Law Enforcement Officers)

January 1, 2019- December 31, 2021

AGREEMENT
by and between
CITY OF REDMOND, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 117

(Representing the Law Enforcement Officers)
####, 2020 - December 31, 2021

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AGREEMENT
by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE UNION

(Representing the Law Enforcement Officers)
January 1, 2019 - December 31, 2021

THIS AGREEMENT is entered into by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and the REDMOND POLICE UNION (hereinafter referred to as the “Union”).

ARTICLE 1
DEFINITIONS

1.1 “Employer” shall mean the City of Redmond, Washington.

1.2 “Union” shall mean the Teamsters Local Union No. 117.

1.3 “Employee” shall mean an individual employed in the bargaining unit covered by this Agreement. 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 except as provided in Article 12 Physical Fitness Plan.

1.4 “Bargaining Unit” shall mean the employees in the Redmond Police Department described in Article 2, Section 2.1.

1.5 “Regular Shift Change” shall mean a shift change on a regular basis (usually one hundred eighty days) or as a posted shift change because of military leave situation, training courses and special events, with at least four (4) calendar days posted notice given for the shift change, provided that no notice shall be required for shift changes of employees during their training period. This shall not preclude other appropriate shift changes made by mutual agreement or by the Employer for cause, provided that no cause shall be necessary for the employer to change an employee's shift at any time to another shift which is scheduled for substantially the same time period in the day.

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 “Patrol Personnel” shall only include those assigned to the Patrol division and assigned to the Bike unit.

ARTICLE 2
RECOGNITION, UNION MEMBERSHIP, AND DUES DEDUCTION

21 Recognition - The Employer shall recognize the Union as the sole collective bargaining agent for all full-time and regular part-time non-supervisory law enforcement officers employed by the City of Redmond below the rank of Lieutenant, excluding elected officials, officials appointed for fixed terms, and confidential employees.

22 Payroll Deduction - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Union membership dues payable by the employee to the Union during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Union on a monthly basis.

23 Revocation - Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Union. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Union to Human Resources.

2.4 Indemnification/Hold Harmless - The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service changes equivalent to the regular Union initiation fee and monthly dues, other than actions brought by the Union to enforce this Article. 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 changes equivalent to the regular Union initiation fee and monthly dues upon presentation of proper evidence.

ARTICLE 3 UNION RIGHTS

31 Union Officials Time Off - An Union official who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiation Committee) may, at the discretion of the Chief or the Chief's 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.

32 Union Investigative and Visitation Privileges - Representatives of the Union may with the permission of the Chief or the Chief's 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's activities shall be limited during such investigations to matters relating to this Agreement.

33 Bulletin Boards - The Employer shall provide suitable space for a bulletin board to be used by the Union.

34 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 AND STANDBY

4.1 Hours of Work/Patrol Division. The work schedule for patrol personnel shall be four (4) consecutive days on and three (3) consecutive days off. Each workday shall consist of ten (10) consecutive hours on duty.

4.1.1 Days Off Rotation – Patrol Personnel, except Bike unit working the 4/10 schedule shall rotate their days off in the following manner. The rotation for days off shall occur on the Saturday beginning every sixth (6th), thirteenth (13th), twentieth (20th), and twenty-sixth (26th) week of the cycle and starting with the day shift. The same sequence of days off rotations shall continue after the mid-year shift change.

4.2 Hours of Work/Non-Patrol Division - The work schedule for all non-patrol personnel and K-9 Officer shall consist of five (5) consecutive days. Each work day shall consist of eight (8) consecutive hours on duty. Each five (5) day workweek shall be followed by two (2) consecutive twenty-four (24) hour days off. Traffic Officers, NRO, Crime Prevention, and Recruitment and Hiring Officers shall work four (4) shifts of ten (10) hours each per week, with at least two (2) contiguous days off, and with a third (3rd) day off scheduled each week on a fixed or rotating basis at the Employer's option. Detectives shall work four (4) shifts of ten (10) hours each per week, with Saturday and Sundays as fixed days off, and with a third day off scheduled each week, on a fixed or rotating basis at the Employer's option.

4.2.1 Notwithstanding the normal 4/10 schedule for Detectives and Traffic, Employer, in its discretion, may modify an employee's 4/10 schedule during any calendar week in which training is scheduled on the employee's regularly scheduled day off.

4.3 Breaks - For employees on eight (8) and ten (10) hour shifts, a work day shall include at least a thirty (30) minute lunch break and two (2) fifteen (15) minute coffee breaks. All employees shall be subject to immediate call during coffee and lunch breaks.

4.4 Schedule Change - The afore-referenced schedules shall apply except for regular schedule 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. Schedules may be adjusted by mutual agreement of the Employee, Union and Employer. An employee may be changed to an eight (8) hour shift for training.

4.5 Overtime - Overtime shall be that time an employee works in excess of their usual work schedule week (40 hours), which shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay. A workweek for Patrol personnel shall be defined as the seven (7) day period from Saturday through Friday. A workweek for the non-Patrol personnel shall be defined as the seven (7) day period from Monday through Sunday.

4.5.1 All overtime shall be authorized by the Chief or the Chief's designee in advance 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 adjusted by compensatory leave or by overtime pay in accordance with Section 11.3.

4.5.2 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.

4.5.3 Overtime – Non-LEOFF Employer - When an employee works an extra duty assignment (for example flagging) and the City is paid by a non-LEOFF employer, the employee's compensation shall only be taken as pay. Compensatory time is not allowed. Employees who work an extra duty assignment shall be compensated for the actual time worked, but in no event shall such compensation be less than four (4) hours at the overtime rate.

4.6 **Callback** - Except as otherwise provided below, in Subsection 4.6.3, employees called back to service after completing a duty shift, while on their day off 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 this Article 4.

4.6.1 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.

4.6.2 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 the employee's home. Provided, however, that payment need not be made if the officer schedules vacation after notice is given to the officer or if the officer can reasonably reschedule the required appearance date. The officer shall consult with the supervisor as soon as the conflict is known.

4.6.3 Callback for court appearances shall be administered pursuant to the provisions of this subsection.

4.6.3.1 Off-duty employees required to standby for immediate response to a court appearance on behalf of Employer shall be entitled to three (3) hours at the overtime rate for such standby time, provided that if the employee is called in to court, the standby time shall be included in the three (3) hour minimum callback.

4.6.3.2 A night shift patrol officer scheduled to attend both a morning and afternoon court session shall: (a) be relieved from working nine hours prior to the beginning of the morning session with no loss of pay, and (b) have the time spent in court treated as the employee's normal work shift on court day and receive compensation for the court sessions at his or her regular rate of pay. The employee will be compensated for court at the overtime rate if the court session lasts longer than the employee's regularly scheduled shift. In the event the employee actually attends only a

morning or afternoon court session, he/she 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 and the employee will be required to make up the hours for the session he/she was not required to attend. An off-duty employee required to attend either a morning and/or afternoon court session shall be compensated for the actual time spent at the overtime rate, but in no event shall such compensation be less than three (3) hours at the overtime rate. The Employer may elect to pay the officer continuously during the break between the court sessions, in which case only one (1) minimum three (3) hour callback will apply.

4.6.4 Except as required by law, there shall be no compensation for callbacks occasioned by the employee's own neglect.

4.7 **Standby On-Call Duty** - An off-duty employee who is required to keep the Employer informed of his/her whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby On-Call Duty.

4.7.1 The Employer shall not require employees to be on Standby On-Call 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.

4.7.2 Standby On-Call Duty shall be authorized only by the Chief or the Chief's designee. When Standby On-Call 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) places such restrictions on the employee that require the employee be paid pursuant to the FLSA regulations contained in 5 CFR 551.431 or applicable Washington State statutes, such Standby On-Call Duty shall be paid for at a rate equal to the higher of twenty percent (20%) of the employee's regular basic hourly rate of pay or the rate required by the FLSA or state statute. An employee assigned to First Call shall not be deemed to be on Standby On-Call Duty.

4.8 **First Call** - Any Employee assigned as First Call for Traffic, PIO or Investigations shall be guaranteed a minimum of two (2) hours overtime for each weekend day (including extended three (3) and (4) day holiday weekends) the Employee is so assigned.

4.9 **Leave for Testimony** - Officers 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.

4.10 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 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, holiday banked, etc., but not sick) at the employee's discretion.

ARTICLE 5 SENIORITY

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

- a. “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.
- b. “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.
- c. “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 Subsection 5.6.1 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 5.6.2 of this Agreement. Upon a break in Continuous Employment an employee shall lose all seniority.
- d. “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:
 - 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.
 - 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.

- 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 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 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 calendar year (January 1 through December 31) shall be administered in accordance with Department Seniority and shall begin at the conclusion of the shift bidding process and will be completed no later than November 30th. Thereafter vacation requests shall be administered on a “first come, first served” basis.

5.5 Shift Bidding Regular Shift changes (as defined in Subsection 1.5) shall be determined by bidding based upon Seniority in Classification; provided that, shift bidding preference may be given, to a maximum of two (2) officers per work team, to allow for employees who are working towards an Associate, Bachelor or Master’s degree in a program that has been determined to be to the benefit to the City, as defined in the City’s Employee Education Assistance Program. (Work team in this instance will be all of the officers assigned to work a designated set of days.) Shift bidding preference may be adjusted at the discretion of the Employer to accommodate positions of alternative deployment such as Bicycle Officers, Pro-Act Officers, etc.

5.5.1 After the yearly bid is complete and all shift assignments finalized, Sergeants and officers may choose to request an alternate shift assignment (day, swing, power, or night) via a memo to an Operations Lieutenant via the chain of command. Additionally, if a new shift assignment is created after the yearly bid is complete and all shift assignments finalized, officers will be notified and officers may choose to request the new shift assignment via a memo or interest to an operations Lieutenant via the chain of command, submitted before the shift assignment is filled.

When command acts to fill a shift assignment, several factors are taken into consideration:

- A. Operational and departmental needs.
- B. Date the request was received.
- C. Seniority of requestor.
- D. Nature of request.

5.6 Personnel Reduction

5.6.1 Personnel Reduction Process - In the event of a personnel reduction, for whatever reason, the Employer and Union agree to follow the process and procedure contained in this Article. 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 Police Officer shall bump back to the next lower classification, 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 a classification higher than Police Officer who have not held a lower classification in the Department shall bump back to the lowest applicable classification if their Department 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, 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. 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 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 5.6 the arbitration process in this Section shall supersede the grievance arbitration process as provided in Article 13. 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 effect 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.

5.62 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, by Order of Seniority in Classification in that higher classification. Employees above the classifications of Police Officer 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. 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. 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 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 (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 Police Officer, 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 Police Officer. 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 **Wages** - 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 **Dates** - The following days shall be considered holidays for all employees covered by this Agreement:

| <u>Holiday</u> | <u>Date to be Observed</u> |
|---|-----------------------------------|
| New Year's Day | January 1 |
| M.L. King Day | 3rd Monday in Jan. |
| President's Day | 3rd Monday in Feb. |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in Sept. |
| Veterans' Day | November 11 |
| Thanksgiving Day | 4th Thursday in Nov. |
| The Day After Thanksgiving | 4th Friday in Nov. |
| Christmas Eve | December 24 |
| Christmas Day | December 25 |
| Floating Holiday (taken on a date mutually agreed by the employee and the Employer) | |

7.1.1 Employees other than patrol personnel shall be paid for the number of hours in the employees' usual workday at the regular rate of pay for the twelve (12) appointed holidays; provided (a) if the Employee is required, in the Employer's discretion, to work a regularly scheduled shift which commences on a holiday, the employee shall be compensated at the rate of time and one-half (1-1/2) for the regularly scheduled hours for that shift, and (b) if work, other than the employee's regularly scheduled shift, be performed on any said holiday, the employee shall be compensated at the rate of time and one half (1-1/2) for that portion of the work that falls within the appointed holiday. Each employee shall have the option, subject to the approval of the Employer (which shall not be unreasonably denied), of electing compensatory time in lieu of monetary compensation for work done on the above specified holidays. Holiday hours will not be carried over or paid out at the end of a calendar year.

7.1.2 Employees working a standard work week Monday through Friday shall observe the holidays listed in Section 7.1 on the date specified, or if the holiday falls on a regularly

scheduled day off, 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 in Section 7.1 on the date specified.

7.13 Employees other than Patrol Personnel who perform any work on a holiday shall be paid in the manner provided in Subsection 7.1.1. When a holiday falls on a non-patrol employee's regular day off, the employee shall have the election to (a) choose an alternative day off during the same week, or (b) have 10 hours added to their floating holiday bank. Floating holiday bank hours may not be carried over, except hours added for Christmas Eve and/or Christmas Day will be carried over. Floating holiday bank hours may not be paid out at the end of the calendar year or at time of separation.

7.14 Employees shall not be eligible for the Floating Holiday until the completion of six (6) months continuous service.

7.15 Employees other than patrol personnel who are called to work from off-duty status on a holiday shall receive compensatory time off (on a straight time basis) for all hours worked on the callback in addition to holiday pay as defined in Section 7.1.1.

7.2 **Time Off in Lieu of Holidays** - Patrol Personnel shall, in lieu of the holiday pay as provided above in this Article VII, be credited with twelve and one-third (12 1/3) holiday hours ("Holiday Time") for each month during which they work a majority of the time in the patrol division. Such officers who work on a holiday will be paid at their straight time rate. Officers shall take Holiday Time off in the same manner as other leave is administered in the Department, provided that, any time taken off on a holiday, as defined in Section 7.1, shall be deducted from Holiday Time. The Department shall have the right to order an officer to take time off on a holiday, provided that such notice shall be provided to the officer on or before the last day the officer's assigned shift is scheduled to work prior to the holiday. All accumulated Holiday Time of such patrol officers in excess of twelve and one-third (12 1/3) hours which has not been used by November 30 of each year shall be "cashed out" by the City paying the employee at the straight time rate for each unused hour of Holiday Time. The twelve and one-third (12 1/3) hours of Holiday Time not cashed out shall be carried over into the next calendar year. Any officer transferring between a patrol assignment and a non-patrol assignment shall be covered by this Section 7.2 for the month during which the transfer occurred if the officer works a majority of the time in the patrol assignment during that month, as determined by the total hours scheduled in said month, excluding overtime, otherwise the officer shall be covered by Section 7.1 above. If an officer transfers out of patrol to a non-patrol holiday bank assignment their holiday bank will be cashed out within 30 days.

ARTICLE 8 LEAVES

81 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:

| <u>Length of Continuous Service</u> | <u>Annual Vacation Hours Accrued</u> |
|--|---|
| 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 who are currently receiving vacation leave at the "23 year and on" schedule will be grandfathered at the 192 hours vacation accrued per year. If those employees separate service and are rehired, the grandfathered status will cease.

81.1 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.

81.2 Employees whose employment is terminated for any reason shall receive pay for any vacation time earned but not taken through their last full month of employment. 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, holidays or compensatory time.

82 Sick Leave - Please refer to 9.30 Sick Leave in the Personnel Manual.

82.1 For the purpose of this Subsection, retirement shall be defined as either (a) normal

service retirement or (b) voluntary termination in good standing after twenty (20) years of continuous service with the Redmond Police Department. Please refer to 7.120 Retirement Bonus Pay in the Personnel Manual.

822 The sick leave provisions contained herein are to be considered as a part of the Employer's obligation under the Law Enforcement Officers and Fire Fighters (LEOFF) Retirement System (Revised Code of Washington, Chapter 41.26) to provide health and disability coverage for the employees included therein. All sick leave time off shall be charged against accrued sick leave regardless of whether it is covered under the LEOFF Act or not. It is not the intention of this provision to provide duplicate coverage, or to provide an extension to LEOFF disability payments beyond six (6) months from the date of disability.

83 **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 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 of Bereavement Leave shall be used within a 14-day period from the date of death, or the onset of impending death. 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 vacation or compensatory leave.

831 "Immediate Family" for bereavement leave 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.

84 **Leave of Absence** - Leave of absence without pay 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 take application 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 time has been utilized by the employee. Leave of absence time shall not affect civil service and seniority status of the employee.

85 **Parental Leave and Family Sick Leave** – Please refer to 9.30 Sick Leave in the Personnel Manual.

86 **Shared Leave Program**

861 The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below.

862 Purpose - 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.

863 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.

864 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. 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.

865 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.

866 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.

867 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.

868 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.

869 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.

ARTICLE 9

INSURANCE AND DISABILITY BENEFITS

9.1 Self-Insurance - 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”). Effective January 1, 2008, employees will pay twenty percent (20%) of the dependent medical dental and vision premiums. For each plan year, the Employer shall retain an independent third party, experienced in setting rates for self-funded plans, who shall determine the appropriate and prudent rates for the self-insured plan, to be effective for that year. The independent third party shall use the usual and customary insurance/actuary principles and procedure to establish the rates. Prior to the final rates being set, the City and the independent third party shall meet with the Union to review the methodology and data used to prepare the rates. Bargaining unit employees who elect to be covered by Kaiser Permanente shall pay the cost of such coverage that exceeds the amount paid by the Employer under the self-insured plan for the employee and dependents. The Employer’s contribution shall be prorated for part-time employees, pursuant to the Redmond Personnel Manual.

9.1.1 For the purpose of Paragraph 9.1 only, the term “dependent” shall include Domestic Partners and a Domestic Partner’s dependent children. Such designation shall not control whether such individuals are dependents for any other purpose, including federal income tax.

9.1.2 The Employer and Union agree to continue to use the Benefits Committee, on which the Union has a representative, to explore modifications to the Self- Insurance Plan.

9.2 Liability Insurance - The Employer shall continue to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty unless and until the City adopts an ordinance, in substantially the form attached hereto, providing for the indemnification, holding harmless, and defense of employees against potential liability actions resulting from an employee's performance of duty. Upon the adoption of and during the maintenance of an ordinance in substantially the form attached hereto, the City shall be relieved of its obligation to provide the current insurance protection against potential liability actions resulting from an employee's performance of duty. In the event the ordinance is not adopted or is adopted and materially changed or repealed, the City shall comply with the obligation to provide the insurance protection against potential liability actions resulting from an employee's performance of duty at the level in effect on January 1, 2006. Employer undertakes a good faith obligation to provide the Union with a summary of any material changes to the liability insurance policy within thirty (30) days after the renewal date of the policy. Provided, however, if the Employer fails to provide the summary or the summary is, for any reason, not acceptable to the Union, the Union's shall have the obligation to make a written request to Employer for the summary, or modifications thereto.

93 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:

| | |
|---------------------------------------|---------------|
| Two (2) years of employment: | 30% of salary |
| Three (3) years of employment: | 40% of salary |
| Four (4) years of employment: | 50% of salary |
| Five (5) or more 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.

94 Life Insurance - The Employer shall provide a life insurance and Accidental Death and Dismemberment (AD&D) policy in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per employee.

95 Section 125 Plan - Employees in the bargaining unit will be eligible to participate in the Employer's Section 125 plan.

96 Participation in Employer's Wellness Program - The Union will participate in the Employer's Wellness Program effective January 1, 2013 with no separate monthly charge (premium) to be paid by any individual employee or the Union for participating in the Wellness Program.

ARTICLE 10

UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE

101 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.

102 Clothing Allowance - Detectives, Detective Sergeant, and Recruitment Officers required to wear professional business attire shall receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each six (6) months. Detectives (which shall include employees assigned to Pro-Act), Detective Sergeants (which shall include Sergeants assigned to Pro-Act) who are not required to wear professional business attire, receive a clothing allowance of Three Hundred and Fifty Dollars (\$350.00) each twelve (12) months. For assignments that may be temporary in nature the clothing allowance shall not be payable until and unless the employee has been continuously assigned to the non-uniformed position for a period of six (6) months, at which time the allowance shall be paid retroactively to the first date of such assignment. An employee assigned to a non-uniformed unit for the first time and required to wear professional business attire shall receive two (2) clothing allowance payments in advance at the commencement of the assignment which shall be a credit against the first two (2) clothing allowance payments which would otherwise be paid to the employee. An employee assigned to a non-uniformed unit for the first time and not required to wear professional business attire shall receive one (1) clothing allowance payment in advance at the commencement of the assignment which shall be a credit against the first clothing allowance payment which would otherwise be paid to the employee. As a condition of receiving each allowance payment, employees may be required to provide receipts for purchase of appropriate detective clothing. Such receipts may be used in the year the clothing was purchased with any excess receipts over the annual clothing allowance usable in the two years following the purchase of the clothing.

103 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.

104 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.

105 Cleaning - Those personnel issued the washable "Class A" uniform shall be responsible

for all cleaning costs associated with it, except the “wool” Class A uniform. All personnel identified in section 10.2 of this agreement shall have their clothing cleaned, at one hundred percent (100%) of the necessary cost, by a cleaning service provided by the Employer.

ARTICLE 11 MISCELLANEOUS

11.1 Training - When any employee is required to attend law enforcement 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 In order to minimize disruptions to employees’ lives, the Employer shall attempt to schedule training during employees’ regular shifts. Recognizing that scheduled training during employees’ regular shifts will not always be possible and subject to the requirements of Articles 11.1.3 and 11.1.4, in the event an employee is required to attend training lasting eight (8) hours or more on the employees’ regular day off or requests and is approved for training lasting eight (8) hours or more on the employee’s regular day off, the Employer may: (a) deny the training, or (b) compensate the employee in pay or compensatory time at a time and one-half the regular rate for all training, or (c) flex the employee’s schedule to accommodate such training so long as the Employer provides the employee with at least seven (7) calendar days’ notice that his/her schedule will be flexed. The seven (7) calendar days’ notice may be waived by the employee. In the event an employee’s schedule is flexed, the alternate days off must be mutually agreed to.

11.1.2 The option to be credited compensatory time shall not apply to employees during Basic Academy Training. It shall be the responsibility of Employees attending Basic Academy Training to notify the Chief or the Chief’s designee of optional training schedules established by the Academy that will cause overtime to accrue and to obtain prior approval for the overtime. If the Department denies the overtime request, the Department shall inform the Academy that it has elected to not pay for the overtime, and that the employee is not expected to attend the designated optional training. The Department shall also inform the Union of the denial and the reasoning therefore.

11.1.3 All employees required to attend training of eight (8) hours or more shall: (a) be relieved from working either nine (9) hours prior to the beginning of training or nine (9) hours after the conclusion of training with no loss of pay, and (b) have the time spent in training treated as the employee’s normal work shift on the training day and receive compensation for the training period at his or her regular rate of pay. The employee will be compensated for training at the overtime rate if the training last longer than the employee’s regularly scheduled shift.

11.1.3.1 An employee that would be relieved under this section shall have the option not to work his/her scheduled shift before the training. Employees opting not to work a scheduled shift before the training will be required to use utilize accrued leave to cover the hours from the start of his/her scheduled shift to the time when the employee would have been relieved.

11.14 The schedule of an employee attending full day or longer training courses shall be adjusted to conform to the hours of the training program and to exclude breaks and eating periods from the work day, provided, however, if the training is within the City of Redmond and the employee is subject to call during the training, breaks and eating periods will be included in the work day.

11.2 Department Meetings - All department meetings that off duty employees are required to attend shall be compensated for at the overtime rate set. The Employer shall whenever possible give employees reasonable notice of said meetings.

11.2.1 Attendance at optional special training classes, whether conducted at the police station or at other locations, shall be without additional compensation.

11.3 Compensatory Time - Compensatory time may be accrued by an employee in lieu of pay for court-time call backs, holidays or overtime up to a maximum of ninety (90) hours. Compensatory time cannot be earned when an employee works an extra duty assignment and the City is paid by a non-LEOFF employer (see 4.5.3).

11.3.1 The Chief of Police shall have the discretion of permitting additional compensatory time in lieu of overtime pay.

11.3.2 Accrued compensatory time off shall be taken at a time mutually agreeable to the Employer and the employee. Compensatory time off shall not be taken in conjunction with vacation leave except upon the approval of the Chief of Police or designee.

11.3.3 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.

11.4 Ammunition - Employer shall provide and replace at least annually the necessary duty ammunition for each commissioned officer with such amount to be no less than one box. In addition, no less than six hundred (600) rounds of target ammunition shall be provided each commissioned officer on an annual basis for purposes of firearms training and qualification.

11.5 Performance of Duty - All employees covered by this Agreement shall present themselves on time for their duty schedules in proper working uniform, 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.

11.6 New Hire Probationary Period - The probationary period for Police Officers sent to the Basic Law Enforcement Training Academy shall be one (1) year from the date the officer successfully completes the Academy. Otherwise, probation shall be governed by the Redmond

Civil Service Rules and Regulations.

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

- a. To the extent the labor agreement does not address a matter (i.e., discipline, seniority, layoffs, etc.) and Civil Service does, then Civil Service shall prevail; and
- b. To the extent the labor agreement addresses a matter (i.e., discipline, seniority, 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 nonprobationary 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 Subsection 13.1.2 of 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.

11.8 Nondiscrimination - 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 Section 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.

11.9 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.

ARTICLE 12

PHYSICAL FITNESS PLAN

12.1 General Purpose

12.1.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. Physical fitness underlies an officer's ability to perform many of the frequent and critical job tasks as well as the demanded training of skills.

12.1.2 The purpose of the City of Redmond Police Department physical fitness plan is to promote the physical capability of the members of the Redmond Police Department to meet the physical demands inherent in a police officer's job and to enhance the members' general physical fitness level, with the understanding that some individuals have unique physical characteristics which must be taken into account in assessing and applying the requirements for obtaining the physical fitness incentive.

12.1.3 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive in nature, but is instead designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy (BLEA) Physical Ability Test (PAT).

12.2 Standards

12.2.1 The standard employees must satisfy are the requirements of the PAT, including achieving the minimum score for each individual testing component as well as the minimum passing score established by BLEA.

12.3 Conduct of Examinations

12.3.1 Officers and Sergeants who chose to participate will demonstrate that they meet the requirements of the PAT to a qualified physical fitness instructor during the calendar year. Employees shall be given up to three (3) opportunities to successfully complete the test per BLEA standards.

12.3.2 Members shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination unless ordered to take the test at a time other than scheduled hours of work.

12.3.3 Members shall not be required to sign waivers of liability for the examination.

12.4 Physical Limitations

12.4.1 Any employee with proven, temporary physical limitations which prevent or substantially hinder compliance with any or all of the requirement(s) for obtaining the physical fitness incentive should be granted an exemption from compliance with such requirements.

12.4.1.1 To be eligible for such an exemption, an employee must submit a written statement from the employee's physician, to the Employer, establishing the condition or disability which prevents the employee from meeting any or all of the requirement(s) for obtaining the physical fitness incentive.

12.4.1.2 If the Employer disagrees with the judgment of the employee's physician, then the Employer shall have the right to have the employee examined by a physician of its choice and at its expense.

12.4.1.3 If the physician utilized by the Employer disagrees with the employee's physician, then the two physicians shall select a third physician, who shall examine the employee at the Employer's expense.

12.4.1.4 The judgment of the third physician as to the employee's physical condition shall be binding, unless mutually agreed to the contrary by the parties.

12.4.1.5 If an employee granted such a temporary exemption meets the standards for which the employee was not granted an exemption, then the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2 In the event an employee is unable to meet any of the standards of the plan due to a disability as defined in the Americans With Disabilities Act ("ADA"), Washington State Law Against Discrimination ("WSLAD"), or claims that a standard is contrary to any laws or regulations, then the Employer will meet and discuss such situations on a case-by-case basis to jointly determine, in consultation with the individual employee, whether an alternative requirement or requirements can be established for the employee which complies with such legal requirements. This review and consultation shall be limited to the specific requirement(s) which the employee is unable to meet due to such disability, or the requirement(s) which otherwise fails to meet established legal requirements.

12.4.2.1 Upon request by the City, the employee shall (a) provide information regarding any claimed disability, including a statement by the employee's treating physician, and (b) submit to an examination by a physician selected by the City, at the City's expense.

12.4.2.2 If it is determined that a meaningful alternative requirement or requirements cannot be established for the employee or that a test poses an increased risk to the employee, the requirement(s) shall be waived and the employee shall be deemed to have demonstrated that he/she meets the requirements for obtaining the physical fitness incentive and shall be paid the incentive in accordance with section 12.6 below.

12.4.2.3 If the employee and Employer are unable to reach agreement relating to adjustment or waiver of the requirement(s) due to disability or otherwise as provided herein, the issue may be submitted by either party to the grievance procedure. The parties acknowledge that the intent of this Subsection is to provide a procedure by which the physical fitness standards can be customized on an individual basis as required to accommodate protected disabilities, or other legal requirements, and the parties agree to cooperate to accomplish this goal.

12.4.3 The Employer agrees to indemnify and hold the Union harmless from liability to any employee who successfully claims that the physical fitness requirements or alternative requirements violate the employees' rights under the ADA or WSLAD.

12.5 Training for the Plan

12.5.1 To the extent shift scheduling allows, the Employer, in its reasonable discretion, will endeavor to allow three (3) hours of duty time per week to train for the physical fitness plan. This time can be taken in a maximum of sixty (60) minutes at a time. These 60 minutes include dressing time to get ready for physical fitness and to get ready to go back into service.

12.6 Annual Incentive Bonus

12.6.1 Employees who are able to demonstrate that they meet the requirements of the PAT shall receive an incentive bonus of two and one-half percent (2.5%) of the employee's base annual salary effective at the time of the test. The employees who successfully pass the test shall receive this bonus incentive within thirty (30) days of taking the test.

12.7 Physical Fitness Reopener - Either party may reopen this Article 12 for negotiation at any time during the term of this Agreement for the purpose of modifying the provisions hereof to conform to statutory and/or regulatory requirements.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 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.

13.1.1 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.

13.1.2 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.

13.1.3 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 13.1.4 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.

13.1.4 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.

13.15 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.

13.16 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.

13.17 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.

13.18 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 4.1.

ARTICLE 14

SCOPE OF AGREEMENT

14.1 General - This Agreement contains 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 Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

14.2 Personnel Manual - The City of Redmond Personnel Manual authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order is hereby made a part of this Agreement except that specific provisions of this Agreement shall prevail wherever a conflict therewith exists. Without waiving any rights to bargain regarding any other matter, 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 relating to the Bargaining Unit.

14.3 Right 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.

14.4 Unintended Consequences – It is the intent of the parties to continue the contract period as if there was no transition from RPA to Teamsters while recognizing that there has been a transition in Union representation. The intention is not to otherwise modify the contract until the end of the original contract period. The parties agree that the MOUs and LOUs attached to this contract as Appendix C shall continue in effect for the duration of this agreement. If, during the term of this Agreement or any extension thereof, there is an issue that arises related to an MOU, LOU, or Agreement that would have been handled differently had the Teamsters not become the representative, the Parties agree that their intention will be to carry out the terms of the MOU, LOU, or Agreement as it would have been if there was not a transition to Teamsters representation.

ARTICLE 15

LEGALITY

15.1 General - 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. Should any proposal submitted by the Union and agreed to by the Employer not be put into effect because of applicable legislation, Executive Orders or Regulations dealing

with Wage and Price Stabilization, then such proposals or any part thereof shall become effective at such time, in such amounts, and for such periods as shall be permitted by Law at any time during the life of this Agreement.

ARTICLE 16
DURATION AND REOPENERS

16.1 This Agreement shall be effective ####, 2020, and shall remain in full force and effect through December 31, 2021.

CITY OF REDMOND

TEAMSTERS LOCAL 117

By: _____
Angela Birney, Mayor

By: _____
John Searcy, Secretary-Treasurer

Date: _____

Date: _____

ATTEST:

By: _____
Cheryl Xanthos, City Clerk

Date: _____

APPENDIX A

PAY PLAN "P" – RPA POLICE OFFICER, CORPORAL, & SERGEANT

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the "Employer") and the Redmond Police Union (hereinafter referred to as "Union").

A.1 Salary - January 1, 2019 Salary – Effective January 1, 2019, the monthly rates of pay for employees covered by this Agreement shall be based on the following. For Police Officer, this represents a 4% increase and a one-time competitive market adjustment of approximately 1.19%. Corporal is a newly established position as of January 1, 2019, and is a 10% increase above Step E of Police Officer. Sergeant Step A is a 7% increase above Corporal, and Sergeant Step B is a 3% increase above Sergeant Step A.

| 2019 PAY PLAN "P" - POLICE OFFICER AND SERGEANT | | | | | |
|---|--|--|--|--|--|
| Ordinance No. - | | | | | |
| Effective Jan. 1, 2019 | | | | | |
| Redmond Police Union | | | | | |

| Grade | Position Title | Step | Duration | Monthly | Annually |
|-------|----------------|------|----------|---------|-----------|
| P1 | Police Officer | A | 0-12m | \$6,634 | \$79,609 |
| | | B | 13-24m | \$6,813 | \$81,756 |
| | | C | 25-36m | \$7,159 | \$85,904 |
| | | D | 37-48m | \$7,338 | \$88,058 |
| | | E | 49m+ | \$7,683 | \$92,199 |
| P3 | Corporal | A | | \$8,452 | \$101,419 |
| P5 | Sergeant | A | 0-12m | \$9,043 | \$108,518 |
| | | B | 13m+ | \$9,314 | \$111,773 |

January 1, 2020 Salary – Effective January 1, 2020, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 4% increase.

| 2020 PAY PLAN "P" - POLICE OFFICER AND SERGEANT | | | | | |
|--|-----------------------|-------------|-----------------|----------------|-----------------|
| Ordinance No. - Effective Jan. 1, 2020 Redmond Police Union | | | | | |
| Grade | Position Title | Step | Duration | Monthly | Annually |
| P1 | Police Officer | A | 0-12m | \$6,899 | \$82,793 |
| | | B | 13-24m | \$7,086 | \$85,026 |
| | | C | 25-36m | \$7,445 | \$89,340 |
| | | D | 37-48m | \$7,632 | \$91,580 |
| | | E | 49m+ | \$7,991 | \$95,887 |
| P3 | Corporal | A | | \$8,790 | \$105,476 |
| P5 | Sergeant | A | 0-12m | \$9,404 | \$112,858 |
| | | B | 13m+ | \$9,687 | \$116,244 |

January 1, 2021 Salary – Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 3% increase.

| 2021 PAY PLAN "P" - POLICE OFFICER AND SERGEANT | | | | | |
|--|-----------------------|-------------|-----------------|----------------|-----------------|
| Ordinance No. - Effective Jan. 1, 2021 Redmond Police Union | | | | | |
| Grade | Position Title | Step | Duration | Monthly | Annually |
| P1 | Police Officer | A | 0-12m | \$7,106 | \$85,277 |
| | | B | 13-24m | \$7,298 | \$87,577 |
| | | C | 25-36m | \$7,668 | \$92,020 |
| | | D | 37-48m | \$7,861 | \$94,328 |
| | | E | 49m+ | \$8,230 | \$98,764 |
| P3 | Corporal | A | | \$9,053 | \$108,640 |
| P5 | Sergeant | A | 0-12m | \$9,687 | \$116,244 |
| | | B | 13m+ | \$9,977 | \$119,732 |

A.1.2 Advancement through the proficiency levels shall be automatic, provided performance of the individual 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.

A.1.3 All increases in rates of pay shall become effective on the pay anniversary date as defined in the Redmond Personnel Manual.

A.2 Accreditation Pay - The salaries specified in the pay plans included as exhibits herein or adopted pursuant to this Agreement include the 1.25% incentive pay recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.

A.3 Premium Pay - Employees shall be entitled to receive the following percentage of base salary as premium pay, based upon their years of service as a uniformed officer within the Department:

| Completed Years of Service | Longevity Premium | Education Premium | |
|----------------------------|-------------------|---|----------------------|
| | | AA Degree or 135 Credits from an Accredited Four-Year College or University | OR Bachelor's Degree |
| 0 | -- | .75% | 1.5% |
| 3 | -- | .75% | 1.5% |
| 4 | -- | .75% | 1.5% |
| 5 | 1.0% | 1.5% | 3.0% |
| 6 | 1.0% | 1.5% | 3.0% |
| 7 | 1.0% | 1.5% | 3.0% |
| 8 | 1.0% | 1.5% | 3.0% |
| 9 | 1.0% | 1.5% | 3.0% |
| 10 | 2.25% | 1.5% | 3.5% |
| 11 | 2.25% | 1.5% | 3.5% |
| 12 | 2.25% | 1.5% | 3.5% |
| 13 | 2.25% | 1.5% | 3.5% |
| 14 | 2.25% | 1.5% | 3.5% |
| 15 | 3.0% | 2.0% | 4.5% |
| 16 | 3.0% | 2.0% | 4.5% |
| 17 | 3.0% | 2.0% | 4.5% |
| 18 | 3.0% | 2.0% | 4.5% |
| 19 | 3.0% | 2.0% | 4.5% |
| 20 | 4.0% | 2.5% | 5.0% |
| 25 | 4.5% | 2.5% | 5.0% |

All degrees and credits must be from an accredited institution reasonably acceptable to the City.

All funds paid to an employee pursuant to Section A.6 or any similar tuition reimbursement plan, except for post-college graduate classes under prior agreements or the Employee Education Assistance Program (EEAP) in the City's Personnel Manual, shall be a credit and set-off against the amounts due to the employee pursuant to the Education Premium percentage until the City has been fully reimbursed for the total amount it paid the employee.

A.4 Special Assignments

| Specialty Assignment* | Increase |
|---|--|
| Detective Sergeant and Detective | 4% above regular base pay |
| Pro-Act Sergeant and Pro-Act Detective | 4% above regular base pay |
| K-9 Officer | To compensate employees assigned as K-9 Officers for the duties related to the care and maintenance of the police dog, K-9 Officers shall: a. receive an additional three and one-half percent (3.5%) of their base pay; b. one (1) hour each week at their overtime rate; and c. one-half (1/2) hour "release time" per regularly scheduled shift for such care and maintenance. |
| Traffic Sergeant and Traffic Officer | 4% above regular base pay |
| School Resource Officer (SRO) | 4% above regular base pay |
| Recruiting Officer | 4% above regular base pay |
| Training Sergeant | 4% above regular base pay |
| Outreach Sergeant | 4% above regular base pay |

| Collateral Duties* | Increase |
|---|---|
| Firearms Instructors DT Instructors EVOC Instructors SWAT CNT | 4% above regular base pay. Employees assigned more than one of the collateral duties shall be capped at 4% above regular base pay. |

*The pay for employees working in a specialty assignment and assigned one or more of the listed collateral duties shall be capped at 6% above regular base pay. An employee may hold no more than one specialty assignment. Those employees assigned as Corporal are not eligible for special assignment or collateral pay.

A.5 Work Out of Classification - A provisionally appointed Sergeant shall receive Step "A" of the Police Sergeant rate of pay retroactive. A Police Officer or Corporal assigned the duties of F.T.O (Field Training Officer) shall receive one-quarter (1/4) hour of overtime pay for every two consecutive hours worked in that capacity during a ten (10) hour shift.

A.6 Tuition Reimbursement - Employees shall be reimbursed for tuition expense for college courses taken on off-duty time in furtherance of college and post-graduate degrees as provided in the City of Redmond Personnel Manual under Employee Education Assistance Program, provided that a determination that a degree is not job related shall be subject to the grievance procedure.

A.7 Retroactive Pay The parties agree that all compensation improvements shall be retroactive and due upon execution of an agreement or interest arbitration award and will be paid on a separate check, on the next regular payday which is more than forty-five (45) days from the date of the award or execution of the agreement, whichever first occurs. Further, the parties agree that retroactive compensation for the period before the execution of the collective bargaining agreement 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

OFFICER BILL OF RIGHTS

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and the REDMOND POLICE UNION (hereinafter referred to as “Union”).

B1 Because of the ever-increasing responsibilities and duties required of police officers 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 police officer in these investigations so that the matters can be dealt with in fairness and in an expeditious manner, the following guidelines are set forth:

B1.1 An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, 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 interrogation 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 investigation, including the gathering of physical drug testing or breathalyzer evidence, which occurs surrounding the initial call or incident.

B1.2 Interrogations of said Police Department employees shall be at a reasonable hour; preference for such time of interrogations 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 interrogation.

B1.3 All interrogations shall be held at the Redmond Police Station facility 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 interrogation. The employee's attorney and/or the Union representative may be present during the interrogation, but said attorney shall not be permitted to participate in the interrogation. 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 interrogation.

B1.4 The interrogation shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interrogation 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.

B1.5 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 interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.

B16 At the employee's request, and at no cost to the Employer, the interrogation shall be recorded on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) 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).

B17 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.

B18 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 twenty-four (24) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twenty-four (24) hours.

B19 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.1.9.1 Policy – The City and the Guild 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 5 and 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.

B.1.9.2 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 (EPA).

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.1.9.3 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.

B.1.9.4 Sample Collection and Testing – The collection and testing of urine and blood samples shall be performed at a US HealthWorks clinic. In the event that collection and testing at DrugProof 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.

B.1.9.5 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.

B.1.9.6 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 US HealthWorks 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 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.

B.1.9.7 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.

B.1.9.8 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.

B.1.9.9 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 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.

B.1.9.10 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.

B.1.10 Psychological Evaluations

B.1.10.1 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.1.10.2 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 Medical Release attached hereto as Appendix B-1.

B.1.10.2.1 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.

B.1.10.2.2 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.

B.1.10.3 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.1.11 Personnel Records

B.1.11.1 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.1.12 Personnel File Review

B.1.12.1 Each employee's personnel files shall be open for review by the employee, provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.

B.1.12.2 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, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

APPENDIX B-1

CONSENT/RELEASE FORM

I consent to the collection and analysis of a urine and/or blood sample by DrugProof for those drugs, alcohol, and/or controlled substances specified in the Collective Bargaining Agreement pursuant to the Substance Abuse Policy agreed to between the City of Redmond and the Redmond Police Union.

If I test positive, I agree to make myself and any requested records available to DrugProof or the Medical Review Physician within 48 hours of such request.

I understand that I have the right to my complete test results. If I test positive, I have the right to have the split sample tested at my expense at a second SAMHSA certified laboratory of my choice. I understand that I must request such test of the split sample within 72 hours of notification of a positive test result.

I understand that the Employer is requiring me to submit to this testing as a condition of my employment and that if I tamper with, alter, substitute, or otherwise obstruct or fail to cooperate with the testing process, I will be subject to disciplinary action up to and including termination.

I further understand that a confirmed positive test will result in actions taken by the employer and for the employee which are consistent with the City's policies and procedures for substance abuse testing and treatment.

I understand that the employer will administer the Policy consistent with federal and state constitutional and statutory requirements. Also, by signing this consent form, I am not waiving the right to challenge any confirmed positive test result and any Employer action based thereon. In order to pursue any challenge related to this test, I will, however, be required to authorize the laboratory and Medical Review Physician to release to my Employer and the Redmond Police Union any information relating to the test or test results. Further, I understand that the Employer may require me to participate in a treatment or rehabilitation program. If required to do so, I authorize the laboratory and Medical Review Physician to release any information relating to the test or test results to the Substance Abuse Professional (SAP) or treatment counselor. My signature below indicates my consent for release of this information.

Employee Signature

Date

Employee Printed Name

Patient

Date

APPENDIX C INDEX OF EFFECTIVE MOUs and LOUs

The following Memoranda of Understanding (MOUs) and Letters of Understanding (LOUs) shall remain in effect between the parties for the duration of this Agreement:

1. Paid Family Medical Leave
2. LOU Summary Plan Description Changes
3. Technology Usage Policy
4. Hiring Incentives for Lateral Police Officers
5. Extra Duty Assign – i.e. Flagging
6. Corporal Position
7. Employee Contribution to HRA VEBA, signed 12-13-2019

APPENDIX D
GUIDELINES FOR HIRING NON-COMMISSIONED EMPLOYEES
MEMORANDUM OF UNDERSTANDING
by and between
CITY OF REDMOND, WASHINGTON
and
REDMOND POLICE UNION
(representing both the Uniformed and Police Support Employees)

The CITY OF REDMOND (the "City") and the REDMOND POLICE UNION (the "RPA") hereby recognize the mutual benefits of modifying the existing collective bargaining agreements between the RPA and the City to delineate the rights and obligations of the City, the RPA and any non-commissioned employee of the Redmond Police Department who is hired as a commissioned officer in the Department pursuant to any education waiver allowed by the Department. When such non-commissioned employees of the Department seek employment as commissioned officers the City may recognize such employee's on-the-job experience with the Redmond Police Department as constituting a significant qualifying experience that warrants a limited waiver of the entry level education requirement as described below. In furtherance of the parties' mutual recognition of the advantages of providing for greater flexibility in regards to the application of the education requirement, the parties further agree as follows:

1. The requirement for applicants for commissioned positions with the Redmond Police Department to have an Associate of Arts Degree or its equivalent is a requirement that the City has the right to modify or remove. For so long as the City continues such requirement, the City and the RPA agree that the manner in which the requirement is fulfilled for those candidates with employment experience as non-commissioned employees of the Redmond Police Department is modified to allow the education requirement to be fulfilled after employment is commenced as described below.
2. The parties agree that employees with experience as paid non-commissioned employees of the Redmond Police Department seeking employment as commissioned officers of the Redmond Police Department may apply even though they have not yet fulfilled the requirement of an Associate of Arts Degree (or its equivalent), where (i) they are in good standing in the Department, (ii) they are matriculated in an accredited institution of higher education, and (iii) there is a reasonable prospect that they will fulfill the education requirement within forty (40) months of the commencement of their employment as commissioned officers (at least one-half of the required credits have been fulfilled), under the condition that their failure to complete the Associate of Arts Degree within forty (40) months will constitute grounds for termination of their employment in a commissioned position.
3. Employees who fail to fulfill the education requirement within the requisite forty (40) months shall be subject to demotion to the employee's last held non-commissioned position, if a vacancy exists in such position. If such a vacancy does not exist the parties agree that the City may terminate the employee's employment in the commissioned

position notwithstanding the provisions of Civil Service Rules (8.40) and the City of Redmond/RPA collective bargaining agreements in effect at that time. The parties agree that such a termination for failure to meet the education requirement within the forty (40) months shall not be subject to a Civil Service appeal, a grievance under the collective bargaining agreement, or challenge in any other forum on any grounds whatsoever, including lack of cause. Provided that where the employee is prevented from completing the education requirement due to intervening causes or personal hardship beyond the employee's immediate control, and the employee promptly (and in no event after the expiration of the forty (40) month period) provides the City with notice of the details and expected duration of the intervening cause or personal hardship, the employee shall be provided a reasonable extension in which to complete the requirement, corresponding to the length of the intervening cause or hardship. In the event of termination, the provisions of the current RPA Support employees collective bargaining agreement under Re-employment and Promotion Rights (5.5.2) shall apply in the same manner as if the employee was laid off from the last non-commissioned position held by the employee in the Department effective as of the date of the termination.

Employees hired pursuant to provisions shall receive the highest priority for the existing education slots allocated in the shift bidding system.

ATTACHMENT 9.3-A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 2.06 TO THE REDMOND MUNICIPAL CODE IN ORDER TO PROVIDE FOR THE INDEMNIFICATION OF CITY OFFICIALS AND EMPLOYEES; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. **Indemnification.** A new Chapter 2.06 is hereby added to the Redmond Municipal Code to read as follows:

Chapter 2.06

INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS

Sections:

| | |
|-----------------|---|
| 2.06.010 | Definitions. |
| 2.06.020 | Legal representation. |
| 2.06.030 | Exclusions. |
| 2.06.040 | Determination of exclusion. |
| 2.06.050 | Representation and payment of claims — Conditions. |
| 2.06.060 | Effect of compliance with conditions. |
| 2.06.070 | Failure to comply with conditions. |
| 2.06.080 | Reimbursement of incurred expenses. |
| 2.06.090 | Conflict with provisions of insurance policies. |
| 2.06.100 | Pending claims. |

2.06.10 Definitions.

Unless the context indicates otherwise, the words and phrases used in this chapter shall have the following meanings:

A. “Employee” means any person who is or has been employed by the city. “Employee” does not include independent contractors.

B. “Official” means any person who is serving or has served as an elected city official, and any person who is serving or has served as an appointed member of any city board, commission, committee or other appointed position with the city. “Official” does not include independent contractors performing the duties of appointed positions.

2.06.20 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse of an official or employee to the extent the marital community is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or
2. A conflict of interest or ethical bar exists with respect to said representation; or
3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

2.06.30 Exclusions.

A. In no event shall protection be offered under this chapter by the city to:

1. Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct of an official or employee;

2. Any act or course of conduct of an official or employee which is not performed on behalf of the city;

3. Any act or course of conduct which is outside the scope of an official's or employee's service or employment with the city; and/or

4. Any lawsuit brought against an official or employee by or on behalf of the city.

Nothing herein shall be construed to waive or impair the right of the city council to institute suit or counterclaim against any official or employee nor to limit its ability to discipline or terminate an employee.

B. The provisions of this chapter shall have no force or effect with respect to any accident, occurrence or circumstance for which the city or the official or employee is insured against loss or damages under the terms of any valid insurance policy; provided, that this chapter shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this chapter are intended to be secondary to any contract or policy of insurance owned or applicable to any official or employee. The city shall have the right to require an employee to utilize any such policy protection prior to requesting the protection afforded by this chapter.

2.06.040 Determination of exclusion.

The determination of whether an official or employee shall be afforded a defense by the city under the terms of this chapter shall be finally determined by the city council on the recommendation of the mayor. The mayor and/or city council may request the city attorney to provide

an opinion or recommendation concerning the determination. The decision of the city council shall be final as a legislative determination of the council. Nothing herein shall preclude the city from undertaking an officer or employee's defense under a reservation of rights.

**2.06.50 Representation and payment of claims —
Conditions.**

The provisions of this chapter shall apply only when the following conditions are met:

A. In the event of any incident or course of conduct potentially giving rise to a claim for damage, or the commencement of a suit, the official or employee involved shall, as soon as practicable, give the city risk manager written notice thereof, identifying the official or employee involved, all information known to the official or employee involved, all information known to official or employee with respect to the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim or lawsuit, as well as the names and addresses of all persons allegedly injured or otherwise damaged thereby, and the names and addresses of all witnesses.

B. Upon receipt thereof, the official or employee shall forthwith deliver any claim, demand, notice or summons or other process relating to any such incident or conduct to the city risk manager, mayor, or city clerk, and shall cooperate with the city risk manager and city attorney, or an attorney designated by the city, and, upon request, assist in making settlement of any suit and enforcing any claim for any right of subrogation against any persons or organizations that may be liable to the city because of any damage or claim of loss arising from the incident or course of conduct, including but not limited to rights of recovery for costs and attorneys' fees arising out of state or federal statute upon a determination that the suit brought is frivolous in nature.

C. Such official or employee shall attend interviews, depositions, hearings and trials and shall assist in securing and giving evidence and obtaining attendance of witnesses all without any additional compensation to the official or employee and, in the event that an employee has left the employ of the city, no fee or compensation shall be provided. The city shall pay reasonable out-of-pocket

expenses and costs (e.g. travel expenses, parking expenses, etc) incurred by employees and officials (including former employees and former officials) in connection with such attendance. All such expenses shall be approved by the mayor or her designee and the mayor's determination shall be final.

D. Such official or employee shall not accept nor voluntarily make any payment, assume any obligations, or incur any expense relating to the claim or suit, other than for first aid to others at the time of any incident or course of conduct giving rise to any such claim, loss or damage.

2.06.060 Effect of compliance with conditions.

If legal representation of an official or employee is undertaken by the city attorney, all of the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the city shall pay such judgment or settlement; provided, that the city may, at its discretion, appeal as necessary such judgment.

2.06.070 Failure to comply with conditions.

In the event that any official or employee fails or refuses to comply with any of the conditions of Section 2.06.050, or elects to provide his/her own representation with respect to any such claim or litigation, then all of the provisions of this chapter shall be inapplicable, and have no force or effect with respect to any such claim or litigation.

2.06.80 Reimbursement of incurred expenses.

A. If the city determines that an official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later determines that such claim does come within the provisions of this chapter, then the city shall pay any judgment rendered against the official or employee and reasonable attorneys' fees incurred in defending against the claim. The city shall pay any attorneys' fees incurred in obtaining the determination that such claim is covered by the provisions of this chapter.

B. If the city determines that a claim against a city official or employee does not come within the provisions of this chapter, and a court of competent jurisdiction later finds that such claim does not come within

the provisions of this chapter, then the city shall be reimbursed by the official or employee for costs or expenses incurred in obtaining the determination that such claim is not covered by the provisions of this chapter.

2.06.090 Conflict with provisions of insurance policies.

Nothing contained in this chapter shall be construed to modify or amend any provision of any policy of insurance where any city official or employee thereof is the named insured. In the event of any conflict between this chapter and the provisions of any such policy of insurance, the policy provisions shall be controlling; provided, however, that nothing contained in this section shall be deemed to limit or restrict any employee's or official's right to full coverage pursuant to this chapter, it being the intent of this chapter and section to provide the coverage detailed in this chapter outside and beyond insurance policies which may be in effect, while not compromising the terms and conditions of such policies by any conflicting provision contained in this chapter.

2.06.100 Pending claims.

The provisions of this chapter shall apply to any pending claim or lawsuit against an official or employee, or any such claim or law suit hereafter filed, irrespective of the date of the events or circumstances which are the basis of such claim or lawsuit.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any such code provision.

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall

take effect five (5) days after passage and publication of an approved summary thereof
consisting of the title.

CITY OF REDMOND

MAYOR ROSEMARY IVES

ATTEST/AUTHENTICATED:

MALISA FILES, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By:_____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:_____

ATTACHMENT 9.3-B

ORDINANCE NO. 2408

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, RELATING TO INDEMNIFICATION OF CITY EMPLOYEES AND OFFICIALS, AMENDING SECTION 2.06.020 OF THE REDMOND MUNICIPAL CODE TO ADOPT PROVISIONS INDEMNIFYING THE REGISTERED DOMESTIC PARTNERS OF EMPLOYEES AND OFFICIALS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2006, the City adopted Chapter 2.06 of the Redmond Municipal Code providing for the indemnification of City employees and officials; and

WHEREAS, in 2008 the Washington State Legislature amended chapter 26.16 RCW to provide for community property between domestic partners who have registered with the Washington Secretary of State; and

WHEREAS, the City Council desires to amend Section 2.06.020 of the Redmond Municipal Code to include indemnification of registered domestic partners of employees or officials of the City, under the same conditions as Section 2.06.020 currently indemnifies spouses of employees and officials of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Amendment of section. RMC 2.06.02, Legal Representation, is hereby amended to read as follows:

2.06.020 Legal representation.

A. As a condition of service or employment the city shall provide to an official or employee, and any spouse or registered domestic partner of an official or employee to the extent the [MARITAL] community, as community is defined in chapter 26.16 RCW as

amended by Chapter 6, Laws of 2008, is implicated, subject to the conditions and requirements of this chapter, and notwithstanding the fact that such official or employee may have concluded service or employment with the city, such legal representation as may be reasonably necessary to defend a claim or lawsuit filed against such official or employee resulting from any conduct, act or omission of such official or employee performed or omitted on behalf of the city in their capacity as a city official or employee, which act or omission is within the scope of their service or employment with the city.

B. The legal services shall be provided by the office of the city attorney unless:

1. Any provision of an applicable policy of insurance provides otherwise; or

2. A conflict of interest or ethical bar exists with respect to said representation; or

3. The Mayor determines that the assignment of counsel other than the city attorney is necessary or prudent under the circumstances.

C. In the event that outside counsel is retained under subsection (B)(2) above, the city shall indemnify the employee from the reasonable costs of defense.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance or any code provision adopted hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any such code provision.

Section 3. Effective date. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED by the Redmond City Council this 15 day of July, 2008.

CITY OF REDMOND



JOHN MARCHIONE, MAYOR

ATTEST/AUTHENTICATED:


MICHELLE M. MCGEHEE, CMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: 

| | |
|-----------------------------|---------------|
| FILED WITH THE CITY CLERK: | July 9, 2008 |
| PASSED BY THE CITY COUNCIL: | July 15, 2008 |
| SIGNED BY THE MAYOR: | July 15, 2008 |
| PUBLISHED: | July 21, 2008 |
| EFFECTIVE DATE: | July 26, 2008 |
| ORDINANCE NO: | <u>2408</u> |

ORD 2408

3

A G R E E M E N T

**by and between
CITY OF REDMOND, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 117
(Representing the Police Support Bargaining Unit)**

####, 2020 through December 31, 2021

A G R E E M E N T
by and between
CITY OF REDMOND, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 117
(Representing the Police Support Bargaining Unit)

####, 2020 through December 31, 2021

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**A G R E E M E N T
BY AND BETWEEN
CITY OF REDMOND, WASHINGTON
and
TEAMSTERS LOCAL UNION NO. 117
(Representing the Police Support Bargaining Unit)**

January 1, 2019 through December 31, 2021

THIS AGREEMENT effective January 1, 2019, is entered into by and between the CITY OF REDMOND, Washington, hereinafter referred to as the "Employer," and the TEAMSTERS LOCAL UNION NO. 117, hereinafter referred to as the "Union," representing the Police Support Bargaining Unit.

ARTICLE 1. DEFINITIONS

- 1.1** "Employer" shall mean the City of Redmond, Washington.
- 1.2** "Union" shall mean the Teamsters Local Union No. 117.
- 1.3** "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement. 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.

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.
- 2.2** **Payroll Deduction** - Upon receipt of a voluntarily signed authorization by an employee covered by this Agreement, the Employer shall deduct from the employee's wage the regular monthly Union membership dues payable by him to the Union during the period provided for in the signed authorization. The Employer shall remit said monthly dues to the Union on a monthly basis.
- 2.3** **Revocation** - Employee may revoke Employee's authorization for Payroll deduction, after Employee provides written notice to the Union.. Every effort will be made to end the deduction effective on the first payroll after the request is received from the Union to Human Resources.
- 2.4** **Indemnification/Hold Harmless** - The Union shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer based on or relating to an Employee authorization for payment of dues or service charges equivalent to the regular Union initiation fee and monthly dues, other than actions brought by the Union to enforce this Article. The Union shall refund to the Employer any amounts paid to it in error on account of 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.
- 2.5** **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:
- 251** 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.
- 252** 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.

- 253** 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.
- 254** 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.
- 255** The Employer shall provide regular reports to the President of the Union on the use of supplemental employees within the bargaining unit.

ARTICLE 3. UNION RIGHTS

3.1 Union Officials Time Off - A Union official 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 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.

4.1.1 **Workday & Work Cycle - Dispatch** - The workday for dispatch employees, including both Dispatchers and the Lead Dispatcher, shall consist of ten (10) consecutive hours. The start of the workday begins at the discretion of the City.

The Lead Dispatcher 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.

Upon mutual agreement of a Dispatcher and the City, a Dispatcher 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.

A workday for Dispatch employees shall include at least a thirty (30) minute meal period and three (3) fifteen (15) minute rest periods. Employees assigned as Dispatchers shall be subject to immediate call during meal and 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 Dispatch other than that contained in this Subsection.

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. 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.

413 **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.

414 **FLSA Exempt Employees** - Employees in positions determined to be exempt from overtime under the federal Fair Labor Standards Act (FLSA) 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.

415 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 (8) hours in any one day or in excess of forty (40) hours in any workweek. The workweek shall be defined as the seven (7) day period from Monday through Sunday. 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.

- 421** 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.
- 422** 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.
- 423** To avoid fatigue and ensure employee safety, an employee shall not work in excess of fourteen (14) consecutive hours. Employees shall have at least nine (9) hours off in between work shifts (regular or overtime). In emergency circumstances, these rules do not apply.
- 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.
- 441** 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.
- 442** 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 ninety (90) hours.
- 461** 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; provided however, all compensatory time accrued in excess of ninety (90) hours in any calendar year shall be paid on the last payday of November of each year.
- 462** 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.
- 463** 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.
- 464** 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 to work in a higher classification 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 his whereabouts or an employee who is required to be available by telephone shall be considered to be on Standby Duty.
- 481** 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.
- 482** Standby Duty shall be authorized only by the Chief of Police or his designee. When Standby Duty is ordered, which either (a) requires the employee to carry a pager or

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.

4.10 **Bilingual Employees & Translation Services** - Bilingual employees may seek approval from the Chief of Police to receive premium pay for providing language services. Approval for such pay is granted by submitting a memo through the chain of command describing the employee's qualifications to speak that language. The Department currently recognizes Spanish, Mandarin Chinese, and Russian 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 bilingual employees and translation services, after approval by the Chief (or designee), shall be set at a rate of \$50 per month.

4.11 **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 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 **Essential Personnel** – Positions identified as essential personnel include: Lead Communications Dispatcher, Communications Dispatcher, Lead Police Support Services Specialist, Police Support Services Specialist, and Police Program Coordinator (Public Engagement Coordinator).

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 Police Support bargaining unit (the "Bargaining Unit") measured from his/her first compensated day of employment in the Bargaining Unit.
- 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. 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** - Effective for the 2017 vacation bid and thereafter, 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 December sign-up 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 December sign up period, compensatory time shall be treated as leave for scheduling purpose as outlined in Article 4.6.2.
- 5.4.1** Requests for vacation leave shall be approved or denied within fifteen (15) days after the close of the December sign-up period. Thereafter, all other requests for vacation leave shall be approved or denied within fifteen (15) days of receipt.
- 5.4.1.1** Normally one (1) Dispatcher 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 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 10 hours in the 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 a dispatch employee's vacation time except in the event of a change that prevents the dispatch 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) dispatcher 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 (10) hours, the additional time off request(s) will be granted.
- 5.4.1.4** Nothing in this Section 5.4 shall preclude the employer from exercising greater flexibility when scheduling vacation.
- 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 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, 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, and Lead Communications Dispatcher. 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) 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** 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 Dispatchers**, and **Lead Communications Dispatchers**

laid-off, or volunteering to be laid-off pursuant to Step 2 above, shall be eligible to fill Communications Dispatcher 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 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 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
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- Floater

- 7.1.1** **Dispatchers and Lead Dispatchers** - All Dispatchers and Lead Dispatchers are entitled to twelve (12) 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 Dispatcher or Lead Dispatcher 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.

In the event a 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 Dispatchers** - All employees other than Dispatchers and Lead Dispatchers are entitled to twelve (12) 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

- 81** **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 |

- 81.1** 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 earned through their last full month of employment but not taken.
- 82** **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.
- 82.1** **Retirement Bonus** - Employees shall be entitled to convert twenty-five percent (25%) of accrued but unused sick leave to cash upon retirement or death.
- 83** **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 Bereavement Leave shall be used within a 14 day period from the date of death, or the onset of impending death.

- 831 "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.
- 832 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.
- 84 **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 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.
- 85 **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.
- 86 **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.
- 87 **Shared Leave Program Adopted** - The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below.
- 87.1 **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.

872 **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.

873 **Donation Restrictions (Shared Leave)** - 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 vacation 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.

874 **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.

875 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.

876 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.

877 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.

878 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.

88 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

- 91 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.

- 92 Reserved**

- 93 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.

- 94 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.

- 95** **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.

ARTICLE 10. UNIFORMS

- 10.1** **Uniform and Equipment** - The Employer shall provide each Program Coordinator, and Property Evidence Technician with the following authorized uniforms and equipment. Changes to uniform and equipment items may be made by mutual agreement of the parties through the labor/management process.

Property Evidence Technician Uniform

- 1 Jacket
- 2 Approved Pants
- 3 Approved Shirts
- 1 Belt
- 1 Approved Footwear (pair)

- 10.2** **Clothing** - The Employer shall provide each Police Program Coordinator with the following authorized clothing.

- 1 Jacket
- 2 Polo Shirts with City Logo

- 10.3** **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.

- 10.4** **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** **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 Dispatchers, and Lead Communications Dispatchers, and six (6) months for all other members of the Bargaining Unit, except as modified by Section 2.5.3.
- 11.3** **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.
- 11.4** **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.
- 11.5** **Civil Service, Discipline, and Discharge**
- 11.5.1** **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.

1152 **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.

1153 **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.

- 1154** **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.
- 116** **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.
- 117** **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.

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.
- 12.2** **Step 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.
- 12.3** **Step 2** - The Chief or his 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 satisfactorily resolve the alleged grievance within the following fourteen (14) calendar day period, the Union may then be permitted the right to submit a written demand for arbitration to the Employer within twenty-eight (28) calendar days.
- 12.4** **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 Section 12.5 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.
- 12.5** **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. 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.

- 12.6** **Extensions** - 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.
- 12.7** **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.
- 12.8** **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.
- 12.9** **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

- 131 **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.
- 132 **Personnel Manual** - The City of Redmond Personnel Manual authorized by Ordinance and as supplemented or amended hereafter by City Ordinance and Executive Order, 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.
- 133 **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.
- 134 **Unintended Consequences** – It is the intent of the parties to continue the contract period as if there was no transition from RPA to Teamsters while recognizing that there has been a transition in Union representation. The intention is not to otherwise modify the contract until the end of the original contract period. The parties agree that the MOUs and LOUs attached to this contract as Appendix C shall continue in effect for the duration of this agreement. If, during the term of this Agreement or any extension thereof, there is an issue that arises related to an MOU, LOU, or Agreement that would have been handled differently had the Teamsters not become the representative, the Parties agree that their intention will be to carry out the terms of the MOU, LOU, or Agreement as it would have been if there was not a transition to Teamsters representation.

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 Dispatchers.

ARTICLE 15. DURATION

- 15.1** This Agreement shall be effective _____, 2020, and shall remain in full force and effect through December 31, 2021.

CITY OF REDMOND

TEAMSTERS LOCAL UNION NO. 117

By: _____
Angela Birney, Mayor

By: _____
John Searcy, Secretary-Treasurer

Date: _____

Date: _____

ATTEST:

Cheryl Xanthos, City Clerk

Date: _____

APPENDIX "A"

SALARIES AND WAGES

A.1 **2019 Salaries** - Effective January 1, 2019, the monthly salaries for employees covered by this Agreement shall be based on the following pay plan table. This represents an approximate 1.02% increase to age the pay ranges, a one-time competitive market adjustment averaging 3.5% to the pay ranges, and a 3.6% adjustment to the 2018 pay rates, based on one hundred percent (100%) of the June 2018 Consumer Price Index-W (CPI-W), with a two percent (2.0%) minimum and a five percent (5%) maximum. Communications Dispatcher and Lead Communications Dispatcher will receive an additional one-time two percent (2%) added to the base pay rates.

| 2019 PAY PLAN PS* - POLICE SUPPORT | | | | | | | | |
|--|------|---|---------|---------|---------|----------|----------|----------|
| Ordinance No. ____ | | | | | | | | |
| Redmond Police Union - Representing the Police Support Bargaining Unit | | | | | | | | |
| Effective Jan. 1, 2019 | | | | | | | | |
| | | | Monthly | | | Annually | | |
| Grade | FLSA | Position Title | Min | Mid | Max | Min | Mid | Max |
| C113 | NE | Crime Analyst | \$5,615 | \$6,458 | \$7,300 | \$67,383 | \$77,490 | \$87,598 |
| C116 | NE | Police Program Coordinator | \$4,459 | \$5,659 | \$6,859 | \$53,506 | \$67,910 | \$82,314 |
| C13 | NE | Communications Dispatcher | \$4,766 | \$5,481 | \$6,196 | \$57,186 | \$65,770 | \$74,354 |
| C15 | NE | Lead Communications Dispatcher | \$4,839 | \$5,875 | \$6,911 | \$58,063 | \$70,500 | \$82,937 |
| C14 | NE | Lead Police Support Services Specialist | \$4,662 | \$5,360 | \$6,059 | \$55,940 | \$64,325 | \$72,710 |
| C15 | NE | Legal Advocate | \$4,393 | \$5,335 | \$6,277 | \$52,720 | \$64,021 | \$75,321 |
| C19 | NE | Property Evidence Technician | \$4,403 | \$5,062 | \$5,722 | \$52,832 | \$60,746 | \$68,661 |

| Grade | FLSA | Position Title | Monthly | | | Annually | | |
|--|------|--|---------|---------|---------|----------|----------|----------|
| | | | Min | Mid | Max | Min | Mid | Max |
| C11 | NE | Police Support Services Specialist | \$4,111 | \$4,728 | \$5,345 | \$49,334 | \$56,740 | \$64,145 |
| C20 | NE | Police Support Administrative Assistant | \$4,066 | \$4,676 | \$5,286 | \$48,791 | \$56,114 | \$63,437 |
| C21 | NE | Police Support Administrative Specialist | \$4,322 | \$4,971 | \$5,620 | \$51,869 | \$59,657 | \$67,445 |
| <p>*All pay rates include the 1.25% accreditation pay, recognizing the Department's accreditation by the Commission on Accreditation for Law Enforcement Agencies or other accrediting entity or agency selected by the Department. Should the Police Department lose its accreditation, the rates will be reduced by 1.25%.</p> | | | | | | | | |

- A2** **2020 Salaries** - Effective on January 1, 2020, 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 June 2019 Consumer Price Index-W (CPI-W), with a two percent (2%) minimum and a five percent (5.0%) maximum.
- A3** **2021 Salaries** - Effective January 1, 2021, 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 June 2020 Consumer Price Index-W (CPI-W), with a two percent (2%) minimum and a five percent (5%) maximum.
- A4** **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.
- A5** **Advancement/Administration of Compensation** - Employee compensation shall be administered pursuant to the established merit pay system, including the Guidelines for Compensation Study Implementation attached as Exhibit B and the Merit Matrix Guidelines attached as Exhibit C.
- A6** **Effective Dates of Pay Increases** - All increases in rates of pay shall become effective on the first of the following pay period.

A7 **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.

A8 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 ¼ 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.

A9 **Service Award** – Service Awards will be paid annually to regular full-time Employees on the first pay period in December, as follows:

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

A10 **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.

A11 **Compensation Study Implementation** - When market data is used to make adjustments to salary ranges, individual employee pay will be adjusted in accordance with the following rules:

1. When the base pay of individual employees is found to be below the bottom of the new salary range, the individual's pay will be raised to the bottom of the new range and performance incentive rules will apply.
2. When the base pay of an individual employee is found to be above the top of the new salary range, the individual's pay will be frozen until such time as their base pay is within the assigned salary range for their position. Employees who are at the top of their range, or beyond the top of their range, will continue to be eligible for performance incentives, in instances where performance incentives are applicable.

When the base pay of an individual employee is within the new salary range, no adjustment will be made to an individual's pay. Performance incentive rules will

apply when applicable.

A.12

Merit Matrix Guidelines – The parties agree to the following merit matrix language effective on January 1, 2019:

Merit Pay - Employees are eligible for merit pay increases on their pay anniversary date. Merit pay is based on the individual employee's job performance. A performance appraisal is required to support a merit pay increase. During the performance appraisal, the employee will be evaluated on a four-point scale utilizing the City's Employee Performance Appraisal Form. Point splitting is not permitted. That is, the supervisor may not issue scores such as, for example, a 2 ½ or a 2.8. Instead, for each performance criterion, the supervisor must give the employee one of the following scores:

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

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

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

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

Supervisors shall provide a six (6) month performance evaluation check-in with employees to advise them where they fall generally in terms of their performance score and to provide information to the employee on how they may improve their overall performance.

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

of pay is already at the top of the pay range, the amount of the merit pay award will be issued by the City as a lump sum payment. In the event an employee receives an average overall score between 1.0 – 1.99 and, therefore, receives no merit pay increase, the employee's supervisor is required to develop a written performance improvement plan, provide the written plan to the employee, and forward a copy to the Human Resources Department.

APPENDIX "B"

BILL OF RIGHTS

- B.1** An employee of the Redmond Police Department shall be entitled to be advised in writing, if the employee so requests, 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 interrogation of the employee and should include names of complaining witnesses (unless the witness is a confidential informant or otherwise requests anonymity) and other information which shall reasonably inform the employee of the allegations against him/her.
- B.2** Interrogations of said Police Department employees shall be at a reasonable hour; preference for such time of interrogations 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 interrogation.
- B.3** All interrogations shall be held at the Redmond Police Station facility 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 interrogation. The employee's attorney and/or the Union representative may be present during the interrogation, but said attorney shall not be permitted to participate in the interrogation. 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 interrogation.
- B.4** The interrogation shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interrogation 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.
- B.5** 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 interrogation. No promises or rewards shall be made to the said employee as an inducement to answer questions.
- B.6** At the employee's request, and at no cost to the Employer, the interrogation

shall be recorded on tape and the tape(s) shall be immediately turned over to a third (3rd) neutral party (i.e., City Clerk) who shall be responsible for their safe keeping. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) 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.7 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.

B.8 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.

B.9 **Policy.** The City and the Guild 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 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 Sections 5 and 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.

B.10 **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.11 **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.12 **Sample Collection and Testing.** The collection and testing of urine and blood samples shall be performed at a US HealthWorks clinic. 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 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.

- B.13** **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.14** **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 in Section 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.

- B.15** **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 at a City approved facility 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.

B.16 **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.17 **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 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.

B.18 **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.

B.19 **Psychological Evaluations**

B.19.1 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.19.2 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 a Medical Release mutually agreed upon by the Employer and Employee.

B.19.3 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.19.4 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.

B.19.5 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.20 **Personnel Records**

B.20.1 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.20.2 Each employee's personnel files shall be open for review by the employee, provided that, employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing employee's evaluations.

B.21 **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" INDEX OF EFFECTIVE MOUs and LOUs

The following Memoranda of Understanding (MOUs) and Letters of Understanding (LOUs) shall remain in effect between the parties for the duration of this Agreement:

1. Paid Family Medical Leave
2. LOU Summary Plan Description Changes
3. Technology Usage Policy
4. Employee Contribution to HRA VEBA, signed 12-13-2019



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 2/23/2021

Meeting of: Committee of the Whole - Finance, Administration, and Communications

File No. CM 21-056

Type: Committee Memo

Committee Work Plan Updates for 2021



City of Redmond City Council

Finance, Administration and Communications Committee: Committee Workplan – 2021

| Quarter | Finance | Administration and Communications | Technology Information Services | Human Resources |
|-----------------|---|--|---|---|
| 1 st | <ul style="list-style-type: none"> Monthly Financial Reports Quarterly Overtime Report Revenue Options Budget Process Review Real Property Items (as needed)* Fiscal Policy Review | <ul style="list-style-type: none"> Strategic Communications Plan | <ul style="list-style-type: none"> Sustainability data dashboard Cable Franchise Renewals Cybersecurity Audit read-out | <ul style="list-style-type: none"> RPA Transition to Teamster Contract Format Updates* Pay Plan Changes (as needed)* |
| 2 nd | <ul style="list-style-type: none"> D365 BI Reporting Environment Contract* Monthly Financial Reports Quarterly Overtime Report Budget Process Review Real Property Items (as needed)* Local impacts of state fiscal policy decisions in legislative session | <ul style="list-style-type: none"> Communications Update DEI Update PA Case Management Contract | <ul style="list-style-type: none"> Big 4 Update <ul style="list-style-type: none"> Workforce Management D365 Financial System EnerGov Records Management Data Dashboard Cable Franchise Renewals City Data Platform Update | <ul style="list-style-type: none"> Pay Plan Changes (as needed)* |
| 3 rd | <ul style="list-style-type: none"> Monthly Financial Reports Deep Dive on Overtime and Quarterly Report Budget Process Review Real Property Items (as needed)* | <ul style="list-style-type: none"> Communications Update DEI Update Environmental Sustainability Update | <ul style="list-style-type: none"> Cable Franchise Renewals City Data Platform and Metrics Update | <ul style="list-style-type: none"> Benefits Updates – Prep for Year-End Changes Benefits Updates – Open enrollment Pay Plan Changes (as needed)* |
| 4 th | <ul style="list-style-type: none"> Monthly Financial Reports Quarterly Overtime Report Budget Process Review Real Property Items (as needed)* | <ul style="list-style-type: none"> Communications Update DEI Update Environmental Sustainability Update | <ul style="list-style-type: none"> Big 4 Update <ul style="list-style-type: none"> Workforce Management D365 Financial System EnerGov Records Management Data Dashboard Cable Franchise Renewals City Data Platform Update | <ul style="list-style-type: none"> Benefits Updates – Final Changes* Union Contract Approvals – 5 Contracts, Special Meeting for each* Pay Plan Changes (as needed)* Pay Plan Changes for 2022* |

*Indicates an item that council will be voting on that quarter

Approved by Council: