

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 296

A RESOLUTION, approving an agreement between the City and Newspaper and Magazine Drivers and Chauffeurs, Local Union No. 763, representing certain members of the Police Department; and authorizing the Mayor to execute the same on behalf of the City of Redmond.

WHEREAS, the City of Redmond by its Resolution No. 274, passed September 21, 1971, recognized the Newspaper and Magazine Drivers and Chauffeurs, Local Union No. 763, hereafter referred to as the Union; and

WHEREAS, representatives of the City and the Union have met and agreed upon a collective bargaining agreement between the parties and the City Council has determined that the same should be approved and executed by the City, Now, Therefore,

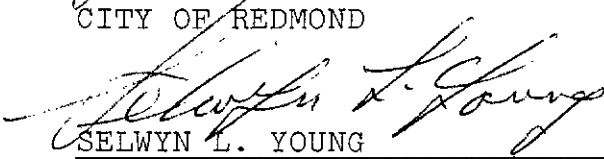
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Collective Bargaining Agreement Approved. That certain agreement between the City of Redmond and the Union, covering certain employees of the City of Redmond, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved.


2. Mayor and City Clerk Authorized to Execute Agreement. The Mayor and the City Clerk are hereby authorized and empowered to execute such agreement on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 6 day of June, 1972.

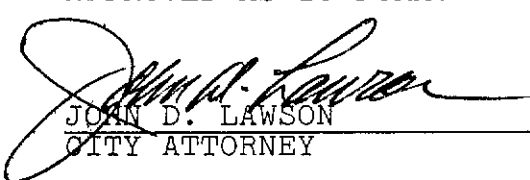
CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOAN D. LAWSON
CITY ATTORNEY

A G R E E M E N T

Between

THE CITY OF REDMOND

and

NEWSPAPER AND MAGAZINE DRIVERS AND CHAUFFEURS

LOCAL UNION NO. 763

THIS AGREEMENT is by and between the City of Redmond (hereinafter referred to as the Employer) and Newspaper and Magazine Drivers and Chauffeurs, Local Union No. 763 (hereinafter referred to as the Union).

Section 1. PURPOSE. The purpose of the Union and the Employer in entering into this agreement is to set forth their complete agreement with regard to rates of pay, hours of work and working conditions, so as to promote orderly and harmonious relations between the Employer and the Union; to promote the efficiency and effectiveness of law enforcement with maximum consideration of the public safety; and to promote economy and efficiency in the operation of the Department.

Section 2. RECOGNITION. The Employer agrees to recognize the Union as the sole collective bargaining agent for employees of the Redmond Police Department according to the Certification of Representative by the Department of Labor and Industries, dated September 9, 1971, under its Case No. 0-979 and pursuant to City of Redmond Resolution No. 274, dated September 21, 1971, as follows:

Included: All regular full-time members of the City of Redmond Police Department classified as Sergeant; Detective/Sergeant; Detective; Patrolman; Policewoman; Clerk/Dispatcher.

Excluded: Chief of Police; Captain; Lieutenant; Members of the Police Reserve; all other City of Redmond, Washington employees.

Section 3. UNION SECURITY. Employees covered by this agreement who are members of the Union on the date of execution of this agreement, or subsequently join, must remain members of the Union in good standing through December 17, 1973, as a condition of continued employment. It is understood and agreed by the Employer and the Union that members may withdraw their membership in the Union during the period of December 18, 1973 through December 31, 1973, and thereafter their membership in the Union would not be required as a condition of employment. Withdrawal procedure requires the member to obtain a withdrawal card from the Union.

Good standing in the Union, for purposes of this Section, means the member must be current in the payment of the regular Union dues.

If any provision of this Section is invalid under the laws of this State, such provision shall be modified to comply with the requirements of State laws or, by mutual agreement, may be renegotiated for the purpose of adequate replacement.

Section 4. DUES CHECK-OFF. 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, provided however that no such authorization shall be irrevocable for a period of more than one year or beyond the termination date of this agreement, whichever occurs sooner. The Employer will remit said monthly dues to Local Union No. 763, on a monthly basis.

Section 5. DISCRIMINATION. No employee shall be discriminated against for upholding Union principles and any employee who works under instructions of the Union, or who serves on a committee shall not lose his job or be discriminated against for this reason, provided such activities do not interfere with the employee's duties.

Section 6. WORK PERIOD. The work week shall be composed of five (5) consecutive eight (8) hour days on duty and two (2) consecutive days off duty; or other hourly arrangements mutually agreed upon by the Employer and the Union, not to exceed forty (40) hours per work, except for appropriate scheduled shift changes.

Section 7. OVERTIME. All overtime shall be authorized in writing by the Department Head, or his designee, in advance or within 24 hours after the work has been performed in order to qualify as paid or compensatory time. Overtime will be adjusted by compensatory leave or by overtime pay at the discretion of the Department Head in accordance with budget allowances and restrictions.

Any employee covered by this agreement and qualified for overtime pay who works over eight (8) hours in a day or forty (40) hours in one week shall be paid compensatory time or wages at the discretion of the Department Head at the rate of time and one half for the excess hours worked. However, no overtime shall be paid for fifteen (15) minutes or less before an employee's shift begins nor fifteen (15) minutes after shift end, after which time overtime will be computed in half-hour increments wherein fifteen (15) minutes or less time worked will not be compensated, and if over 15 minutes, one half hour will be compensated.

Employees qualified for overtime pay shall receive compensatory time or overtime pay for overtime worked on a holiday, at the rate of one and one half (1-1/2) times the hours worked.

Compensatory time shall not be used in conjunction with vacations during June, July and August unless by mutual agreement between the employee and the Department Head.

Compensatory time off shall be taken at the convenience of the City and within six (6) months following the date of the overtime service performed. If the compensatory time has not been so taken and adjusted within the time specified, the employee shall receive no compensatory time off for such overtime unless he was unable to do so because the Employer could not permit him the time off. In such instances, compensatory time will be paid at the end of the six-month time period. The Department Head shall limit the accumulation of the compensatory time by any employee and shall arrange for compensatory leave time as soon after the same is approved as possible.

It is further understood and agreed that Detective pay allowance above regular base salaries for the employee is intended to compensate the employee in part for overtime work required on the job, and to such extent will be applied as a credit against overtime authorized and performed by such employee.

Section 8. CALLBACKS & COURT TIME. Any employee called back, for any reason after finishing his regular duty shift, or called to report on his day off, except when occasioned by his own neglect, shall be guaranteed two hours at the overtime rate. Off-duty court appearances shall be compensated for as provided in the salary schedule.

Section 9. COMMUNITY SERVICE CONTRIBUTION. It is understood and agreed that Redmond has an annual community festival each summer, usually in August, which is called the "Bicycle Derby." The success of this festival in the past has been due to the unselfish and voluntary contribution of many hours of time and materials by the citizens of Redmond. In recognition that the Police Department is a part of the community and in furtherance of its public image and good will, the employees covered by this agreement will also endeavor to contribute time on a voluntary basis. However if an off-duty employee is assigned by the Department to work during this community festival, he will be given equal time off for equal time worked, in exception to Section 7 of this agreement.

Section 10. DEPARTMENTAL MEETINGS. In addition to regular duty shifts, and without additional compensation, employees shall attend one departmental in-service training meeting per month. Such meetings shall be called by the Police Chief, with at least 4 days' notice, except that for bona fide emergency meetings the 4-day notice will be waived. Required attendance shall not exceed 3 hours per meeting for sergeants, and 2 hours per meeting for all other employees covered by this agreement below the rank of sergeant.

Attendance at optional special training classes, whether conducted at the Police Station or at other locations, shall also be without additional compensation, even though these extend beyond the respective 2- or 3-hour limits.

Section 11. HOLIDAYS. The following nine (9) days shall be recognized as holidays:

New Years Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Labor Day

One additional day as authorized by the Mayor, to be selected by the employee, approved by the Police Chief and taken during the calendar year.

Any employee whose regular schedule requires him to work on a holiday leave day shall either receive compensatory pay or leave, at the discretion of the Department Head, equivalent to the time worked. The Department Head shall determine in advance whether pay or compensatory leave shall be given to employees who work on holiday leave days within his department. Whenever any holiday leave falls on an employee's regularly scheduled day off, a compensating day off with pay shall be given for each holiday so occurring. Such compensating day off or time off shall be taken at the convenience of the City.

Section 12. VACATIONS. Each full-time employee shall accrue vacation leave time at the rate of 5/6 working day per month for each calendar month of continuous employment (10 days per year). Annual vacation leave shall be vested as of June 1 of each year and shall be taken during the 12 months next succeeding, provided that new hires will be eligible to take accrued vacation only after completing 6 months' continuous service.

Each full-time employee shall accrue additional vacation leave time according to length of service, with the total vacation accrual to be as noted in the following schedule.

<u>Length of Continuous Service Years</u>	<u>Annual Vacation Time Accrued (Total)</u>
Three	11 days
Four	12 days
Five	13 days
Eight	14 days
Ten	15 days
Fifteen (or more)	20 days

When a paid holiday falls within an employee's vacation period, a day in lieu of the holiday shall be added to his vacation time.

On termination, the following procedures shall apply for payment for vacation time accrued but not taken:

(a) Employees who leave the employ of the City because of discharge for cause or resignation without two weeks' notice will receive pay for unused vacation up to the end of the last

preceding full year of employment. Discharge for cause shall be defined in the Civil Service Rules and Regulations except that for purposes of this Section, Rule XIII, Section 3 Paragraph One shall not apply.

(b) Employees who leave the employ of the City for any reason other than discharge for cause or resignation without two weeks' notice will receive pay for any vacation time earned but not taken up to separation date.

Section 13. SICK LEAVE. Sick leave shall accumulate at the rate of one (1) day per month and shall accumulate up to a total of ninety (90) working days. As a bonus for regularity, full-time employees shall be entitled to a credit of twenty-five percent (25%) of their unused sick leave accrued during the preceding twelve (12) months, at the option of the employee, to be added to their vacation leave or paid for at their regular rate of pay as determined by the Department Head or appointing authority. Sick leave credit shall be determined and allowed on or about November 30 of each calendar year. Probationary employees with less than six months' service shall not be entitled to sick leave with pay. Sick leave shall be taken in accordance with standard personnel practices in force for the City.

A full-time employee who has a member of his immediate family taken by death shall receive up to three (3) days off without loss of pay. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother or sister. One day off for mother-in-law or father-in-law with up to three days off if travel is necessary as approved by the Department Head.

The certificate of a physician and/or a written report concerning the need for the sick leave may be required by the Employer, and if so required, shall be supplied by the employee in order to qualify for sick leave with pay.

The sick leave provisions contained herein are to be considered as a part of the employer's obligation under the Law Enforcement and Fire Fighters Retirement System (RCW 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 L.E.F.F. or not. It is not the intention to provide duplicate coverage.

Section 14. LEAVE OF ABSENCE. A leave of absence without pay may be granted to an employee for a period of not to exceed one year by the Department Head with the approval of the Mayor when the same has been determined to be in the interest and to the welfare and convenience of the City, providing adequate provision can be made for replacement of the absentee employee during his or her absence. To obtain leave, the employee

must make an application therefor, submitting his reasons for requesting a leave of absence, the length of time requested and his expected return. No leave of absence without pay will 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.

Section 15. TRAINING COURSE FEES. When any employee is required to attend law enforcement training courses, the entire costs shall be borne by the Employer, by making arrangements to be billed by the school in advance for tuitions and actual expenses incurred, by reimbursement, or by a combination of these methods. Whenever permitted by law, the Employer shall make every effort to obtain authorization for payment of expenses in advance to the end that the employee will not be required, to the extent possible, to attend such schools under a "pay-out-of-your-own-pocket-and-be-reimbursed" arrangement.

Section 16. STANDBY TIME. If any off-duty employee is required to keep headquarters informed of his or her whereabouts and/or be available by telephone he shall be considered as being on stand-by time.

The Employer shall not require the employees covered by this agreement to be on a stand-by basis without compensation, except in the case of bona-fide emergencies declared by the Mayor or Chief of Police. The employees will endeavor, on an entirely voluntary basis, to keep headquarters informed of their whereabouts, and/or availability. Failure to do so will not result in any disciplinary action.

Section 17. PERFORMANCE OF DUTY. The Union agrees that 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.

Section 18. GRIEVANCE AND ARBITRATION PROCEDURE. Grievances or disputes which may arise among the employees or from the Employer as to the interpretation and application of the terms of this agreement shall be settled in the following manner:

The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

If a grievance is found to exist, the Committee shall, with the consent of the aggrieved employee and within five days of the last occurrence of the grievance, present this grievance to the Chief of Police for adjustment. If, within five business days the grievance has not been settled, it then shall be submitted to the Mayor for adjustment. If within ten business days no settlement has been reached, then the grievance shall be submitted to a mutually agreed upon third party and the costs of said arbitrator shall be equally borne by the Union and the Employer.

The findings and determination of arbitration shall be binding upon the Union and the Employer, for grievances brought before it in the above-described manner, and for all grievances or disputes falling within the scope of this provision.

The foregoing does not change the rights of the employee or Employer who chooses to appeal such grievance through other available legal means such as through Civil Service, to the Department of Labor and Industries, to the courts, or other currently available legal recourse.

Section 19. HEALTH AND WELFARE AND INSURANCE. The Employer agrees to provide such medical coverage, for those employees to whom it applies, as is mandated by RCW Chapter 41.26, the Law Enforcement Officers and Fire Fighters Retirement System Laws of 1969 as revised in 1970 (hereafter called L.E.F.F. System).

Effective July 1, 1972, the Employer agrees to cover all employees in the bargaining unit and their dependents under the City's Group Insurance Program and further agrees to pay the entire premium for the employees and their dependents' coverage.

It is understood and agreed that if there is an increase in premiums needed to maintain the present level of benefits, during the life of this agreement, the Employer agrees to maintain such benefits at the cost determined by the insurance carrier or, by option of the Employer, through another insurance carrier.

The Employer shall carry adequate insurance for employees covered by this agreement against liability for the performance of their duties with the premiums for such insurance borne by the Employer.

The Employer and the eligible employees shall make required financial contributions to the Law Enforcement and Fire Fighters disability and pension system with the benefits of this program to be available for all eligible employees as provided by State law.

So as to enhance the capability of the Employer and the individual employee to finance the cost of the L.E.F.F. System disability and retirement program and in recognition of the possible duplication of coverage and expense for Social Security coverage, the Union and the Employer agree to assist the employees to evaluate whether they should petition for an election to have Social Security coverage terminated for members of the bargaining unit at the earliest possible date. This would apply to only those members who are participating in the L.E.F.F. System.

Section 20. WAGES. Each employee covered by this agreement shall receive the salary as set forth in the attached Appendix A, Schedule of Wages, which schedule by this reference is incorporated herein as if set forth in full.

Section 21. CLOTHING MAINTENANCE ALLOWANCE. It shall be the Employer's responsibility to provide each employee covered by this agreement with a clothing allowance for uniform and equipment as necessary to properly maintain the employee's uniform in a presentable manner as required by the Department. In addition, those employees hired after the effective date of this agreement will be furnished the required weapon, handcuffs leather goods and other equipment now being furnished by existing employees.

In addition each employee covered by this agreement will be paid \$50.00 annual cleaning allowance.

The employee shall be held accountable for all protective clothing or protective devices so 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.

All uniforms and equipment issued by the Employer to each employee will remain the property of the Employer.

Section 22. PERSONNEL TENURE AND REDUCTION. The provisions of the Civil Service Rules and Regulations shall prevail regarding personnel tenure and regarding reductions in personnel and placement of the names of such personnel on the Employer's eligibility list for reappointment.

Section 23. APPLICATION OF CIVIL SERVICE LAW. It is specifically understood and agreed that nothing contained in this agreement is intended to supersede any matter delegated to the Redmond Civil Service Commission by State law or by ordinance, resolution or laws of or pertaining to the City of Redmond and such Commission shall continue to have primary authority over the subjects within the scope of its jurisdiction and authority.

Section 24. SAVINGS CLAUSE. If any provision of this agreement or the application of such provision should be rendered or declared invalid by a court action 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.

Furthermore, if any proposal submitted by the Union, and agreed to by the Employer, may 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 will be permitted by law at any time during the life of this agreement.

Section 25. SCOPE OF AGREEMENT. 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 City possesses, are exclusively that of the Employer unless expressly limited by this agreement.

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.

Section 26. TERM OF AGREEMENT. This agreement shall be effective January 1, 1972, and shall remain in force through December 31, 1973, and may be extended thereafter by mutual agreement.

It is further agreed that the Employer or the Union has the right to request opening of this agreement for renegotiating changes to be effective following the expiration of this agreement with such notice to be in writing to the other party by August 1, 1973, with negotiations to begin by August 15, 1973, with the objective of concluding the bargaining by September 30, 1973.

IN WITNESS HEREOF, we hereunto attach our signatures this 7 day of June, 1972.

CITY OF REDMOND, WASHINGTON

NEWSPAPER AND MAGAZINE DRIVERS & CHAUFFEURS LOCAL UNION NO. 763

By _____

By _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

ATTORNEY
CITY OF REDMOND, WASHINGTON

APPENDIX A
SCHEDULE OF WAGES

	1/1/72	7/1/72	1/1/73
<u>SERGEANT</u>			
Permanent Appointment	\$945./mo.	\$955./mo.	\$980./mo.
Probationary Appointment	910.	920.	945.
<u>PATROLMAN</u>			
Senior	860.	870.	895.
1st Class	835.	845.	870.
2nd Class	810.	820.	845.
3rd Class	785.	795.	820.
Recruit (Probationary)	735.	745.	770.
<u>POLICEWOMAN</u>			
1st Class	620.	630.	655.
2nd Class	585.	595.	620.
Probationary	550.	560.	585.
<u>CLERK-DISPATCHER</u>			
Grade 1	525.	535.	560.
Grade 2	500.	510.	535.
Probationary	475.	485.	510.

OFF-DUTY COURT APPEARANCE: Officers are compensated for court appearance when required to appear in court during off-duty hours at the rate of \$30.00 per month.

DETECTIVES: In addition to base pay, \$35.00 per month.

Promotions for probationary employees shall be made after satisfactory completion of probationary period, normally at the end of six (6) months. All other promotions within a classification will be made after the employee has demonstrated proficiency in the previous grade and will normally be made after twelve (12) months in a grade, except that for employees on the payroll as of the effective date of this agreement, the time period normally will be six (6) months. Proficiency will be demonstrated by passing a qualifying written and/or oral examination.