

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 333

A RESOLUTION, approving an agreement between the City and City of Redmond Employees Association, representing certain non-uniformed employees of the City; and authorizing the Mayor to execute the same on behalf of the City of Redmond

WHEREAS, the City of Redmond by its Resolution No. 303, passed August 15, 1972, recognized the City of Redmond Employees Association, hereafter referred to as the Union, as the exclusive bargaining representative of the employees therein included; 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,

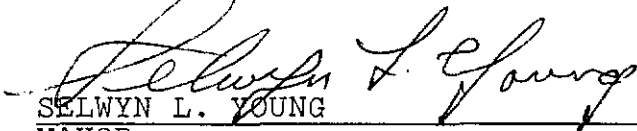
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

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 2 day of April, 1974.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


ELEANOR J. HAYDEN
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

#2 (of 4 originals)

AGREEMENT

By and Between

THE CITY OF REDMOND

and

THE REDMOND EMPLOYEES ASSOCIATION

This Agreement is by and between the City of Redmond (hereinafter referred to as the "City") and the Redmond Employees Association (hereinafter referred to as the "Association"): for the purpose of setting forth the mutual understanding of the parties as to wages, hours and other conditions of employment of those employees for whom the City has recognized the Association as the exclusive collective bargaining representative. This Agreement is binding on the successors and assigns the aforementioned parties.

PREAMBLE

The City and the Association agree that the efficient and uninterrupted performance of municipal functions is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for employees of the City. This Agreement has been reached through the process of collective bargaining with the objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it established for the resolution of difference is intended to contribute to the continuation of good employee relations and to be in all respects in the public interest.

ARTICLE I - RECOGNITION AND BARGAINING UNIT

Section 1. Pursuant to and in conformity with the Certification issued by the Washington State Department of Labor and Industries in Case No. 0-1169, the City recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all employees in the following described bargaining unit; all regular full-time and regular part-time employees, but excluding department heads, assistant Department Heads, Superintendents, uniformed public safety employees and guards.

ARTICLE II - ASSOCIATION DUES

Section 1. Regular monthly Association dues shall be deducted by the City from an employee's pay check when authorized in writing by the employee. The amounts so deducted will be transferred to the treasurer of the Association monthly. The Association will indemnify, defend and hold harmless the City against any claims made and any suit instituted against the City on account of application of this Article. The Association agrees to refund to the City any amounts paid to it in error in the administration of this Section upon presentation of proper evidence thereof.

Section 2. Neither party shall discriminate against any employee or applicant for employment because of membership in or activity in behalf of the Association or on account of the absence of such membership or activity.

ARTICLE III - MANAGEMENT RESPONSIBILITIES

Section 1. The management and direction of the work force is vested exclusively in the City, limited only by the express terms of this Agreement. All matters not specifically limited by the language of this Agreement may be administered for its duration by the City in accordance with such policies or procedures as the City may from time to time determine. The exercise of management responsibilities does not restrict the Association's right to appeal through the grievance procedure as set forth in this Agreement when, in the opinion of the Association, such exercise violates the terms of the Agreement.

ARTICLE IV - LAYOFF PROCEDURE

Section 1. Where in the City's judgment the job performance, proficiency, ability and other qualifications of its affected employees are equal, length of continuous service as a City employee shall govern in all layoffs of employees covered by this Agreement, with the newer employee to be the first laid off. Wherever a junior employee is given preference over a senior employee in this connection the latter shall be given at his request a written statement of the reasons therefore and a copy forwarded to the Association.

ARTICLE V - PROBATIONARY PERIOD

Section 1. An employee's initial one hundred eighty (180) days of employment shall constitute a probationary period. However, if satisfactory performance is demonstrated, an earlier completion of probation may be recognized, provided a minimum of ninety (90) days has been served, and the Department Head approves. An employee may be terminated by the City at any time during the probationary period without right of appeal. The reasons for dismissal shall be filed in the employee's personnel file as a permanent record.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Any grievance which may arise on the part of an employee concerning the correct application or interpretation of this Agreement shall be handled in the following manner:

Step 1. Within five calendar days after the event giving rise to the grievance, the employee involved shall personally present the grievance to his immediate supervisor for disposition. The supervisor shall make such disposition as is consistent with the Agreement and with the policies of the City and shall advise the employee of his action.

Step 2. If the grievance is not resolved under Step One above, it may be reduced to writing by the Association and appealed to the appropriate Department Head, provided this is done within seven calendar days of receipt of the supervisor's response under Step One. A written response shall be returned to the Association by the Department Head within seven calendar days thereafter. The Department Head or his designee may conduct such hearing or investigation as is deemed appropriate in the course of preparing such response.

Step 3. If the grievance is not resolved under Step Two above, it may be appealed to the Mayor in writing by the Association, provided this is done within seven calendar days of receipt of the Department Head's response under Step Two. The Mayor shall hear the matter promptly and shall make a final decision which shall be communicated to the Association in writing within twenty (20) calendar days of the receipt of the appeal notice.

Step 4. If the grievance is not resolved in Step 3 above, the grievance may, within fifteen (15) working days be referred to an arbitration committee. This committee shall consist of five persons; two appointed by the City, two appointed by the Association and one appointed by agree-

ment between the other four members. If the four members are unable to agree upon a fifth member for the committee within five days after they first meet, they shall jointly request the Federal Mediation & Conciliation Service to provide a panel of five arbitrators from which the parties may select one. The representatives of the City and Associations shall alternately eliminate the name of one person from the list until only one name remains. The person whose name was not eliminated shall be Chairman and the fifth member of the committee. It shall be the function of the Chairman to hold a hearing at which the parties may submit their cases concerning the grievance. The committee shall render its decision based on the interpretation and application of the provisions of this agreement within thirty days after such hearing. The decision shall be final and binding upon both parties to the grievance. The cost of said arbitrator shall be borne equally by the Association and the City. (Whenever the term "employee" is used in this Section, it shall mean the Employee, accompanied by his Association Representative, if desired by the employee).

Section 2. The City may discipline an employee for just cause; however, no employee shall be discharged unless a written notice shall previously have been given to the individual stating the complaint concerning work or conduct, a copy of which shall have been sent to the Association. No prior warning notice shall be necessary if the cause for discharge is dishonesty, moral turpitude or unfitness to work as a result of consumption of alcoholic beverages or narcotics, or possession or use of alcoholic beverages or narcotics while on the job. This includes hallucinatory drugs or other drugs when not approved by a medical doctor.

ARTICLE VII - NO STRIKES OR LOCKOUTS

Section 1. The City and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, neither the Association nor the employees covered by this Agreement shall cause, engage in or sanction any work stoppage, strike, slowdown or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The city shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE VIII - RATES OF PAY

Section 1. The rate of pay in effect as of December 31, 1973 for each employee covered by this Agreement shall be increased by 6.5% rounded to the nearest dollar, effective January 1, 1974.

A job classification study and job evaluation program currently being conducted by the City will be implemented within the calendar year 1974. It is understood that the Association shall have the opportunity to review the program prior to implementation and no employee shall have his or her salary reduced below that set forth herein as a result of the program.

Section 2. Administration of compensation shall be determined by the City in accordance with Ordinance No. 631, and as amended. An employee assigned temporarily to a higher paying classification shall receive not less than the minimum rate for such classification after five consecutive working days in the classification.

ARTICLE IX - HOLIDAYS

Section 1. The following eleven legal holidays shall be recognized and eligible employees shall be compensated for them as provided by Ordinance No. 554, and as amended:

New Year's Day	first day in January
Washington's Birthday	Third Monday In February (President's Day)
Memorial Day	last Monday in May
Independence Day	Fourth day of July
Labor Day	first Monday in September
Veterans Day	Fourth Monday in October
Thanksgiving Day	Fourth Thursday in November
Day before Christmas	Twenty-fourth of December
Christmas Day	Twenty-fifth of December
Two (2) Floater Days	as designated by the Mayor

Section 2. All work performed on the above named holidays shall be paid at two times the employee's regular shift rate for the hours worked, such to be in addition to the regular paid holiday pay.

Section 3. Whenever a holiday falls on an employee's regularly scheduled day off or during an employee's vacation period a compensating day off with pay shall be added to the employee's earned vacation.

ARTICLE X - VACATIONS

Section 1. The following amounts of annual paid vacation time shall be granted to eligible employees as provided by Ordinance No. 554, and as amended:

<u>Years of Employment</u>	<u>Annual Vacation Days Earned</u>
1 - 2 years	10 days
3 years	11 days
4 years	13 days
5 years	14 days
8 years	15 days
10 years	16 days
15 (or more) years	20 days

Section 2. Vacation time off shall be taken during the twelve-month period following the year in which it was earned, except as otherwise

authorized by the Department Head. Vacations shall be scheduled by the City at times that cause minimum interference with operations but with due regard for the desires of the employees.

ARTICLE XI - HOSPITAL-MEDICAL-SURGICAL-
DENTAL INSURANCE

Section 1. The City will maintain the currently established hospital-medical-surgical benefit plan in force during the life of this Agreement and will administer such plan uniformly as between employees within the unit and all other employees of the City for whose benefit such plan was established.

Section 2. A dental plan shall be established as soon as negotiations with the carrier can be completed. The carrier requires that all employees covered by this Agreement and covered under the Medical Plan also be covered by the Dental Plan. The City shall contribute a maximum of \$11.00 per month towards payment as premiums for dental coverage with any remaining premium to be paid by the employee.

ARTICLE XII - SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick leave shall be earned and utilized as provided in Ordinance No. 554 and as amended. The basic leave credit shall be one day of sick leave for each month of continuous employment, with a maximum accumulation of 90 days. Employees shall be eligible to utilize sick leave after six months continuous employment or upon satisfactory completion of probation whichever occurs sooner. Upon death or upon retirement with a pension from a retirement plan contributed to by the City an employee (or his beneficiary) shall receive 25% of his then accrued and unused sick leave benefits.

Section 2. A full-time employee shall receive up to four (4) days off without loss of pay in the event of a death or serious illness with impending death in the immediate family of the employee. Immediate family shall be defined as husband, wife, son, daughter, mother, father, brother, sister, mother-in-law, or father-in-law. Any time beyond this amount required because of travel or extenuating circumstances shall be at the discretion of the Department Head.

Section 3. In the event of an extended illness of a permanent full-time employee, a medical leave of absence may be granted for up to six (6) months with the approval of the Department Head and Mayor, provided adequate provision can be made for replacement of the absentee employee. The leave shall be without pay and shall become effective after all accrued sick leave, compensatory time and accrued vacation credit has been exhausted. Such a leave shall in any case require a medical doctor's statement regarding such factors as need for leave, estimated duration of leave, and likelihood of employee being capable of performing normal duties upon return to the job.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

Section 1. Eight hours shall constitute a normal day's work for all full-time employees. Five consecutive days shall constitute a normal work week. A normal work day is between the hours of 8:00 A.M. and 5:00 P.M. and a normal work week is Monday through Friday. However, upon thirty days notice, the City shall have the right to change the schedules referred to herein, when deemed necessary to more effectively and efficiently accomplish any of its responsibilities.

Section 2. Employees who are required to work more than eight (8) hours in any one day or more than forty (40) hours in any one week shall be compensated for such hours at one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay, except that two (2) times the employee's regular hourly rate of pay shall be compensated for hours worked on the seventh (7th) day. In any given instance, time worked as an extension of a regular straight-time shift shall not be paid for unless such time exceeds fifteen (15) minutes. All overtime shall be authorized in writing by the Department Head, or his designee, in advance or within twenty-four (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.

Section 3. During extended emergency work situations, meal tickets may be provided, when authorized and approved by the Department Head or his designee, to the employees involved in such extended work periods.

Section 4. Employees assigned to standby duty during their time off shall be paid 15% of their regular straight-time hourly rate for each hour of standby. Employees assigned to standby on paid holidays specified in Article IX shall be paid 20% of their regular straight-time hourly rate for each hour of standby; and it is further provided that the 20% rate shall apply for the entire weekend when the paid holiday is observed in conjunction with a weekend.

Section 5. Any employee called back after finishing his regular duty shift or called to report on his regular day off shall be paid for the time so worked at the overtime rate but shall be guaranteed two hours at the overtime rate should such call back be for less than two hours; provided, however, that any employee assigned to standby duty and called out shall be guaranteed only one hour at the overtime rate within each twenty-four hour period of such standby duty.

ARTICLE XIV - SAVINGS CLAUSE

Section 1. Should any Section of this Agreement or any addendums there- to be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby.

ARTICLE XV - ENTIRE AGREEMENT

Section 1. The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein or additions hereto, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

ARTICLE XVI - TERMS OF AGREEMENT

Section 1. This Agreement shall become effective January 1, 1974, and shall remain in effect through December 31, 1974.

Signed this 9 day of April, 1974.

CITY OF REDMOND

REDMOND EMPLOYEES ASSOCIATION

By *Stephen L. Young*
MAYOR

By *Daniel A. Coyle*

ATTEST:

Eleanor Hayden
CITY CLERK

APPROVED AS TO FORM:
[Signature] 4/1/74
ATTORNEY
CITY OF REDMOND, WASHINGTON

CITY OF REDMOND
Offer to Employee Association
(Cost Data based on '73 payroll data for all employees
excluding Elective and Police Bargaining Unit)

Improvement Offered	-----Cost-----		
	\$ Per Month	Annual \$	%
1. <u>Wage Increase:</u>	3,564	42,772	6.5
Total payroll for all employees excluding Elective and Police:			
Employees:	64		
Salaries:	\$54,836/mo.		
		(\$658,032./yr.)	
Ave. Mo. Rate:	\$857. (\$4.94/hr;		
	\$10,284./annual)		
2. Added two holidays, - for a total of eleven. Improved vacation schedule (est. cost @ 1 day)			
Total of above: (pay for time not worked)		6,580	1.0
3. Dental Plan Rates:			
5.66/mo. single			
11.54/mo. employee & spouse			
18.06/mo. family			
Assume city pays \$11./mo for each employee -	704	8,448	1.3
4. Pay for hours worked on a holiday changed from time and one-half to double time (in addition to regular pay he already receives for the paid holiday).	-----Negligible cost-----		
5. Added double-time compensation for hours worked on the 7th day. (Existing overtime pay policy: time and one-half for hours worked over 8 in one day and 40 in one week.)	-----Negligible cost-----		

Improvement Offered	-----Cost-----		
	\$ Per Month	Annual \$	%
6. Added provision to pay meal tickets during extended emergency work situations when authorized and approved by the Department Head.	-----Negligible cost-----		
7. Employees assigned to standby time will receive 15% of straight time rate for each hour of time in such standby status; 20% if standby is during a paid holiday day. (was 10% and 15%).		500	-
8. Guaranteed two hours for Call Back. (one hour for each 24 hour period if on Standby)	-----Negligible cost-----		
Total added cost - annualized		58,300	8.86

9. Other significant provisions:

- Grievance Procedure: Traditional procedure, with final step providing for an arbitration committee whose decision shall be final and binding on all parties (pertains to grievances by an employee concerning application or interpretation of the Agreement).
- Normal Work Day and Work Week: The normal work day shall be between the hours of 8:00 a.m. and 5:00 p.m. Normal work week, Monday through Friday. City has right to change, for business reasons, upon 30 days' notice to the association.
- Term of Agreement: January 1, 1974 through December 31, 1974.