

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 387

A RESOLUTION, approving an agreement for 1976 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 revised collective bargaining agreement between the parties to be in effect between January 1, 1976, through December 31, 1977, and the City Council has determined that the same should be approved and executed by the City, Now, Therefore,

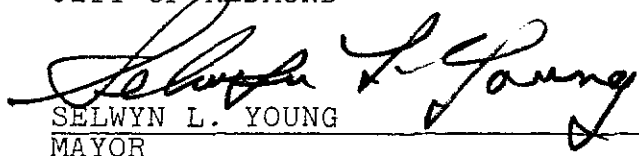
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Collective bargaining agreement approved. That certain revised agreement between the City of Redmond and the Union, covering certain employees of the City of Redmond effective January 1, 1976, through December 31, 1977, subject to amendment with respect to salaries and wages, 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 January, 1976.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


~~DORIS A. SCHAIBLE~~
~~DEPUTY CITY CLERK~~

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

Rev. 387
1/6/76

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 establishes 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, non-uniformed employees in Police and Fire Departments, and guards.

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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.

P.S.P.

M.P.

ARTICLE V - PROBATIONARY PERIOD

Section 1. An employee's initial one hundred eighty (180) calendar 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-

[Handwritten initials]

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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. Job classifications, rates of pay, and compensation administration for each employee covered by this Agreement shall be established and administered as provided by the Personnel Administration Manual, 1974 Edition, and as amended to provide Pay Plan B and Salary Plan A pay ranges effective January 1, 1976, copies of which are attached hereto.

J.F.G.

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Section 2. An employee assigned temporarily to a higher paying classification shall receive not less than the minimum rate for such classification or an increase to the next higher pay grade at the same proficiency level, to which the employee is currently classified, whichever is greater, 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 the Personnel Administration Manual, 1974 Edition, and as amended.

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day before Christmas
- Christmas Day
- Two (2) Floater Days (as designated by the Mayor)

Section 2. Floater holidays will be designated by the Mayor during the month of December, subject to agreement by the Association.

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 the Personnel Administration Manual, 1974 Edition, 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. After 6 months' continuous service, an employee's vacation credits earned shall be vested as of the end of each full month's service from date of hire.

Section 3. Vacation time off shall be taken as provided by the Personnel Administration Manual, 1974 Edition, and as amended 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 a hospital-medical-surgical-dental benefit plan in force during the life of this Agreement that is equal to or better than the present plan 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, provided that any change in plans shall first be submitted for employee approval.

Section 2. The insurance 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, plus the amount of any increase in the premium effective during 1976, towards payment of premiums for dental coverage with any remaining premium to be paid by the by the employee. Effective January 1, 1977, the City shall pay the entire cost of Dental premiums for employees and their dependents.

Section 3. The City shall pay the entire cost of medical premiums for employees and their dependents.

ARTICLE XII - SICK LEAVE AND FUNERAL LEAVE

Section 1. Sick leave shall be earned and utilized as provided in the Personnel Administration Manual, 1974 Edition, 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,

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mother-in-law, or father-in-law. Any time beyond this amount required because of travel or extenuating circumstances, or for time requested for a person other than specified in this Section, shall be at the discretion of the Department Head.

Section 3. Upon completion of one year's service, a full-time employee may use up to a maximum of five (5) days per calendar year of accrued sick leave credits when absence from work is required because of a viable doctor or dentist appointment or a serious illness of a member of the employee's spouse and dependents.

Section 4. 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. Hours of work and overtime pay shall be as provided in the Personnel Administration Manual, 1974 Edition, and as amended.

Section 2. Eight hours shall constitute a normal day's work for all full-time employees. Five consecutive days shall constitute a normal workweek. A normal workday is between the hours of 8:00 a. m. and 5:00 p. m. and a normal workweek 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.

Employees in Wage Plan B 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 (1-1/2) times the employee's regular hourly rate of pay, except that two (2) times the employees' 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.

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. Guidelines shall be established by the Department Head to provide for consistent application of this provision.

D.P.G.

M.D.

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.

Section 6. Up to a maximum of two (2) hours per week in total shall be permitted Association officers or their designees without loss of pay for handling grievances, attending Job Review Task Group meetings or other legitimate Association business, subject to prior approval by the individual's Department Head, which approval shall not be unreasonably withheld.

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, 1976, and shall remain in effect through December 31, 1977; provided, however, that the salary schedules set forth in Pay Plan B and Salary Plan A, copies attached hereto, shall be subject to amendment for the period January 1, 1977 through December 31, 1977, should either party serve written notice on the other party not later than August 15, 1976 of its desire to do so. Should such notice be served, the parties agree to meet promptly for the purpose of negotiating amended schedules to become effective on January 1, 1977.

Signed this 20 day of January, 19 76.

CITY OF REDMOND

REDMOND EMPLOYEES ASSOCIATION

By

Salvador L. Gomez

By

Mark Denton

ATTEST:

Cleora D. Hayden
CITY CLERK

APPROVED AS TO FORM:

John R. Brown ATTORNEY
CITY OF REDMOND, WASHINGTON

CITY OF REDMOND
SALARY PLAN AManagement, Professional, Administrative
Exempt Salary Structure

<u>Salary Grade</u>	<u>Min.</u>	<u>Max.</u>	<u>Min. to Max. \$ Range</u>
40	991	1196	205
41	1038	1253	215
42	1089	1315	226
43	1140	1378	238
44	1196	1446	250
45	1253	1515	262
46	1315	1589	274
47	1378	1667	289
48	1446	1747	301
49	1515	1832	317
50	1589	1923	334
51	1667	2017	350
52	1747	2114	367

CITY OF REDMOND
PAY PLAN B

Office, Technical, Manual Skills
(Non-Exempt)

<u>Pay Grade</u>	----- Proficiency Levels -----				
	A	B	C	D	E
1	552	566	583	599	615
2	583	599	615	633	650
3	615	633	650	668	686
4	650	668	686	706	726
5	686	706	726	745	766
6	726	745	766	788	811
7	766	788	811	833	857
8	811	833	857	880	905
9	857	880	905	931	957
10	905	931	957	985	1012
11	957	985	1012	1040	1071
12	1012	1040	1071	1102	1133
13	1071	1102	1133	1167	1200
14	1133	1167	1200	1235	1269

MEMORANDUM

To: Mayor Selwyn Young, City of Redmond Date: January 2, 1976
From: Arnold Gibson
Donworth, Taylor & Co.

The attached Agreement between the City of Redmond and the Redmond Employees' Association reflects the changes for 1976 and 1977 which have been agreed upon by the negotiating committee of the parties, ratified by the Association membership, and is ready for presentation to the City Council with our recommendation for approval. The changes are summarized as follows:

1. Wage increase of 6.5% plus \$40.00 per month to each employee in the bargaining unit. (Salary Plan A and Wage Plan B revised accordingly and attached to Agreement.)
2. Article VIII, Section 2, to be amended as follows: "An employee assigned temporarily to a higher classification shall receive not less than the minimum rate for such classification or a 6% increase, whichever is greater, after five consecutive working days in the classification."
3. Article IX, Section 2 (new): Floater holidays will be designated by the Mayor during the month of December for the following year's observance, but subject to agreement by the Association. (It is intended by the Mayor to continue his past practice to request employees' choice by questionnaire prior to designation of the Holidays.)
4. Article X, Section 2 (new): After 6 months' continuous service, an employee's vacation credits earned shall be vested as of the end of each full month's service from date of hire and shall be available for use per the provisions of the vacation policy in the Manual.
5. Article XI, Section 1: Language clarification.
Section 2: The City will pay the amount of any increase in dental premium effective during 1976.
6. Article XII, Section 3 (new): Upon completion of one year's service, an employee may use up to a maximum of 5 days per calendar year of accrued sick leave credits when absence from work is required because of a serious illness of a member of the employee's immediate family.

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January 2, 1976

Mayor Selwyn Young

7. Article XIII, Section 2: Adds overtime pay provisions inadvertently omitted in previous Agreement.

Section 6 (new): Up to a maximum of 2 hours per week in total shall be permitted ^{for} Association officers or their designees without loss of pay for handling grievances, attending Job Review Task Group meetings or other legitimate Association business, subject to prior approval by the individual's Department Head, which approval shall not be unreasonably withheld.

Effective January 1, 1977:

1. Wages. Wage reopener only for purposes of agreement on wage changes for 1977. (Article XVI)
2. Article XI, Section 2 (revised): The Employer will pay the entire premium for dental insurance of employee and dependents.

cc: John Lawson, City Attorney