

A G R E E M E N T

By and Between

TEAMSTERS LOCAL UNION NO. 117

**Affiliated With The
International Brotherhood of Teamsters
Representing The Law Enforcement Officers**



And

CITY OF REDMOND

Term of Agreement

January 1, 2022, through December 31, 2024

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.

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THIS AGREEMENT is entered into by and between the CITY OF REDMOND, WASHINGTON (hereinafter referred to as the “Employer”), and TEAMSTERS LOCAL UNION NO. 117 (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

2.1 **Recognition** - The Employer shall recognize the Union as the sole collective bargaining agent for all full-time and regular part-time 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.

2.2 **Notification** – All employees working in the bargaining unit shall have the right to become a member of the Union. The City will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status.

2.3 Union Orientation – Within seven (7) calendars days of a new, transferred, promoted, or demoted employee being appointed to a position within the bargaining unit, the Union will be allowed thirty (30) minutes of presentation time for the purpose of orienting the employee to Union membership.

2.4 Union Dues and Fees - The Employer, upon voluntary written authorization of the employee, shall deduct from the first pay received each month by such employee, the union dues, initiation fees and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following pay period. The amount of such dues, fees and assessments are those currently in effect or as may hereinafter be established. The City will deduct the dues, fees, and assessments on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

2.5 Dues Cancellation – Employees may cancel their payroll deduction by written notice to the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The Union will provide the Employer notice of all employees who are eligible for cancellation. The cancellation will become effective on the second pay period after receipt of confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

2.6 Teamsters Legal Defense Fund – The Employer agrees to deduct from the paycheck of each member covered by this Agreement who has so authorized it by signed notice submitted to the Employer, the necessary fee, assessment, and regular monthly fee to provide the Teamsters Legal Defense Fund. The Employer shall transmit such fees made payable to "Teamsters Legal Defense Fund" sent to American Legal Services, Inc.

2.7 Indemnification/Hold Harmless – The Union and employees covered by this agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions. The Union shall refund to the Employer any amounts erroneously paid by the Employer to the Union as union dues, initiation fees and/or assessments, upon presentation of proper evidence.

ARTICLE 3

UNION RIGHTS

3.1 Union Stewards Time Off - A Union steward who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiation Committee) may, with the approval 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 up to three (3) 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 prior approval 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.

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

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

3.5 Steward Training - Union Shop Stewards may be allowed without loss of pay to participate in Union training seminars that are mutually beneficial to the Union and the Police Department. Training time off must be approved in advance by the Chief of Police or designee and will be contingent upon the department's ability to provide proper work coverage during the requested time off.

3.6 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 as long as fourteen (14) days' notice is given.

4.3 Breaks - For employees on eight (8) and ten (10) hour shifts, a workday 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 compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours over forty (40) compensated hours in a workweek. 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. 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 Voluntary and Mandatory Overtime - This section intends to address overtime shifts that are scheduled in advance to ensure minimum staffing levels are maintained for police operations. In general, overtime for extra-duty assignments is not mandated.

4.6.1. Overtime opportunities will be communicated via designated software and may include email and/or text messages. If urgent, vacancies may be communicated/filled via phone or verbally. When time allows, a reasonable period of time shall be allowed that affords all members to answer any voluntary requests. Such voluntary overtime shall be assigned in a manner that distributes the voluntary overtime opportunities in as balanced **manner** as practical. In the case of same-day overtime necessities, overtime will be assigned to the first person to volunteer for the vacancy. Absent volunteers, a supervisor will assign an officer to hold over from the previous shift.

4.6.2 If no member volunteers to work the required period, involuntary recall of officers shall be in order of reverse **seniority** by date of hire. Those units or divisions designated to fill mandatory shifts will be designated by the Chief of Police or designee.

4.6.3 Selection for mandatory overtime shall begin at the bottom of the list and work upward. Officers will only be considered to fill the vacancy if their regularly scheduled shift is within or adjacent to vacancy hours. If the need for a mandatory overtime shift is a swing shift (or occurs mostly during swing hours), any **officers** will be considered.

4.6.4 If an officer has been recalled involuntarily during that calendar month OR if the officer has already volunteered for any overtime shift of 3 hours or more during that calendar month, that officer will be bypassed, and any subsequent recall will be the next least senior officer.

4.6.5 The list will be maintained and resume from the next officer on the list. Once the list has been exhausted, selection will resume from the least senior officer.

4.6.6 Officers will not be mandated to work overtime shifts of less than three hours unless mutually agreed-upon by the officer and the City. Overtime shift extensions per Department policy to complete ongoing work are acceptable. An overtime shift extension to cover a staffing shortage will not be mandated to exceed fourteen (14) continuous hours, absent extenuating circumstances.

4.6.7 An officer will not be involuntarily recalled when on a pre-approved vacation or comp time, including the days off contiguous to the vacation or comp time as long as the vacation or comp time is at least two days in duration.

4.6.8 Nothing in this Section shall prohibit the exchange of straight time to fill the needed shift when mutually agreed-upon by the officer and the City.

4.7 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.

4.7.1 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.

4.7.2 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.

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

4.7.3.1 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.

4.7.3.2 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.

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

4.8 **Standby** - 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.

4.8.1 The Employer shall not require employees to be on Standby 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.

4.8.2 Standby shall be authorized only by the Chief or the Chief's designee. When Standby is ordered, which either (a) requires the employee to carry a department-issued cellular phone and to respond to a call-out within forty-five (45) minutes (except when on On-Call), 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 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 On-Call shall not be deemed to be on Standby Duty.

4.9 On-Call - Any Employee assigned as On-Call for Traffic, PIO, Investigations, or other unit(s) as designated by the Chief of Police shall be guaranteed a minimum of one-half (.5) hour of On-Call Pay (which shall be equivalent to .5 hours of overtime) for each assigned work day (generally Monday through Friday) and two (2) hours On-Call pay (which shall be equivalent to 2 hours of overtime) for each assigned day off, including designated holidays. On-call hours for a specialty unit shall be defined as all hours for which a member of that unit is not on duty.

4.9.1 Unit Supervisors will determine mutually agreed upon on-call schedules to ensure appropriate coverage.

4.9.2 Supervisors may approve on-call assignment trades between personnel.

4.9.3 When on-call, employees are responsible to remain fit for duty and able to respond within a reasonable period (approximately 60 minutes).

4.9.4 Employees assigned on-call will be provided a take-home vehicle, subject to the City vehicle use policy. De minimis personal use during on-call periods is deemed appropriate.

4.10 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.

4.11 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 workday 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 30. 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.

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.

5.5.2 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.

5.6.2 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	

7.2 Holiday Time - The Holiday Time provided to each employee each month is to account for the 12 City holidays and one floating holiday at ten hours per day. This is equal to 130 hours per year. On a monthly basis, employees shall receive 10.83 hours per month into their Holiday Time.

Patrol Personnel = 12.33 hours per month

Non-Patrol Personnel = 10.83 hours per month (effective July 19, 2022)

7.3 Time Off in Lieu of Holidays – Personnel shall, in lieu of time off on the holidays identified in Section 7.1, receive hours in their holiday time as set forth above. The employee shall receive the amount designated for Patrol Personnel or Non-Patrol Personnel for each month based on which division they were assigned and work fifty percent (50%) or more of their time.

7.3.1 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 identified in Section 7.1, shall be deducted from Holiday Time.

7.3.2 All accumulated Holiday Time in excess of 12.33 hours and 10.83 hours respectively 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 12.33 (Patrol) or 10.83 (Non-Patrol) 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 receive 12.33 hours of Holiday Time 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 receive 10.83 hours of holiday leave.

ARTICLE 8 LEAVES

8.1 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.

8.1.1 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.

8.1.2 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 may be extended by up to two weeks through the use of vacation, holiday, or compensatory time upon the employee's request and the Chief's approval.

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

8.2.1 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.

8.2.2 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.

8.3 **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.

8.3.1 "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.

8.4 **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.

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

8.6 Shared Leave Program

8.6.1 The parties agree to adopt a Shared Leave Program under the terms and conditions set forth below. All employees covered by this CBA are eligible for the Shared Leave Program.

8.6.2 Purpose - The Shared Leave Program enables regular full-time employees to donate leave as defined in 8.6.4 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 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.

8.6.3 Definitions - The following definitions shall apply to this provision.

- a. “Employee's relative”: Shall mean the employee's spouse, Domestic Partner, child, stepchild, child of Domestic Partner, grandchild, grandparent, stepparent, or parent.
- b. “Household members”: Shall mean persons who reside in the same home who have reciprocal duties to, and provide financial support for, one another. This term shall include foster children and legal wards, even if they do not live in the household. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- c. “Severe or extraordinary”: Shall mean serious, extreme, or life-threatening conditions.

8.6.4 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. Effective on the first payroll period after the signing of the agreement by both parties, employees may donate Regular Sick Leave (RSL) only, available in their leave bank, provided the donation does not cause the employee's RSL balance to fall below forty (40) hours.

- c. Compensatory leave may be donated, with no restrictions.
- d. The Employer shall determine whether an eligible employee shall receive shared leave and, if so, the amount of donated leave the employee may receive; provided, no employee shall receive more than two thousand eighty-eight (2,088) hours of shared leave during total City employment.

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

- a. When the Employer determines the employee meets the criteria described in this policy.
- b. The employee is not eligible for time-loss compensation under RCW Chapter 51.32. If the time-loss claim is approved at a later time, all leave received shall be returned to the donors, and the employee shall return any overpayment to the department.
- c. The employee has complied with department policies regarding the use of sick leave.
- d. If the donated leave is from a different City agency, it shall be transferable only by agreement of both agency heads.
- e. The Employer may require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

8.6.6 Recipient Responsibilities

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

8.6.7 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 leave balance at its original donor value.

8.6.8 Calculation of Shared Leave - The receiving employee shall be paid at his/her

regular rate of pay: therefore, depending on the value of the shared leave, one (1) hour of leave may cover more or less than one (1) hour of recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and be maintained separately from all other leave balances.

8.6.9 Participation in the Shared Leave Program is voluntary. No employee shall be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of this program.

8.6.10 When an employee donates RSL, the employee's overall RSL balance is reduced by the amount donated, and donated RSL will not reduce the employee's sick leave bonus.

8.7 The Union may open negotiations in calendar year 2023 on the Union's proposal to allow employees to utilize paid leave to supplement (aka "top off") their pay; provided that such negotiations will not be subject to the interest arbitration process under the statute.

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.

9.3 **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.

9.4 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.

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

9.6 Western Conference of Teamsters Pension - The City and the Union agree to re-open negotiations during the term of this Agreement upon request by the Union for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in the Western Conference of Teamsters Pension Trust Plan (Plan). The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in the Plan, and that if a majority of members vote in favor of participation, all members must participate. The city agrees to divert from the wages of the members to the Plan's Trust payment on the account of the members as directed by the Union and/or the Plan's Trust.

ARTICLE 10

UNIFORMS, CLOTHING ALLOWANCE, AND CLEANING ALLOWANCE

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

10.2 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 non-uniformed specialty assignment) and Detective Sergeants (which shall include Sergeants assigned to non-uniformed specialty assignment) 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.

10.3 Loss and Destruction - Employees shall be held accountable for all protective clothing or protective devices assigned to the employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as a direct result of the performance of the employee while on the job or as the result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.

10.4 Property of Employer - All uniforms and equipment issued by the Employer to each employee shall remain the property of the Employer. The Employer shall be free to adopt regulations governing the use of all issued uniform, vehicles, and equipment.

10.5 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 If there is an approved training or meeting that occurs outside the employee's regularly scheduled hours and the employee is required to attend online, the employee shall receive the overtime rate for hours attending the training or meeting, and not the minimum callback.

11.1.4 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.

11.1.4.1 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.

11.1.5 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 workday, 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 workday.

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 one hundred and twenty (120) 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). Employees shall be allowed to cash out some or all of their compensatory time at their discretion.

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.
- c. In the case that such discipline and discharge is governed by SB 5055, the process and procedure set forth therein shall govern to the extent it conflicts with this Agreement and/or Civil Service Rules.

All demotion, suspension or discharge actions of a non-probationary nature (i.e., after the probationary period) shall be taken only for just cause, and shall be subject to review solely through

the grievance procedure contained in this Agreement, provided that, if the Union elects to not submit a demand for arbitration pursuant to 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 must have successfully completed field training to qualify for the PAT Bonus under the Physical Fitness Plan. 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. To receive the Bonus, the test must be taken after completing field training.

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 - A grievance shall be defined as an issue relating to the interpretation, application or violation of any terms or provisions of this Agreement. The Union, the appealing employee, and any other bargaining unit members shall utilize the grievance procedure to appeal any grievance based on rights under this Agreement.

13.2 Grievance Steps

Step 1 – Informal Resolution to Immediate Supervisor

Within fourteen (14) calendar days after the event giving rise to the grievance, or within fourteen (14) calendar days after the employee could reasonably have been expected to have known of the event, the employee shall discuss the problem with the employee's immediate supervisor. Both parties shall attempt to resolve the problem during this discussion and shall provide an informal resolution response in writing (email, memorandum, or other written format) within fourteen (14) calendar days.

Step 2 – To Police Captain

If the employee and/or the Union decides that the grievance has not been satisfactorily resolved at Step 1, within fourteen (14) calendar days the Union will submit the grievance at Step 2 in writing to the affected employee's Police Captain. The grievance shall be 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. The Police Captain shall respond in writing within fourteen (14) calendar days from the date the Step 2 grievance was received.

Step 3 – To Police Chief

If the Police Captain's response does not resolve the grievance at Step 2, within fourteen (14) calendar days of the response, the Union shall submit the grievance at Step 3 to the Chief in writing for adjustment. The Chief shall respond in writing within fourteen (14) calendar days from the date the Step 3 grievance was received.

Step 4 – To Mayor

If the Chief's response does not resolve the grievance at Step 3, within fourteen (14) calendar days, the Union may submit the grievance to the Mayor in writing for adjustment. The Mayor shall have fourteen (14) calendar days from the date the Step 4 grievance was received to respond in writing to the Step 4 grievance.

Step 5 – Mediation

Upon failure of the Mayor to resolve the alleged grievance at Step 4, the Union shall then be permitted the right to submit a written demand for arbitration to the Employer, within fourteen (14) calendar days. The Union and the Employer may mutually agree to submit the grievance to mediation. If there is a mutual agreement within fourteen (14) calendar days the 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 in mediation 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.

Step 6 – Arbitration

If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with SB 5055 and according to the procedure described 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.

The Employer and the Union shall immediately thereafter select an arbitrator to hear the grievance. If the Employer and the Union are not able to agree upon an arbitrator within fourteen (14) 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.

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.

13.3 Arbitration Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the Union to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance

in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter. The Union does not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

13.4 Bypassed Steps – Upon mutual agreement, one or more steps above may be skipped.

13.5 Timeline Extension - In the event one of the parties is unable to meet the time deadlines set forth in the steps above, the parties will mutually agree to a timeline extension.

13.6 Union Assistance - 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.

13.7 Union Business During the Grievance Process - 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 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. The City will give thirty (30) days' notice prior to any changes.

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.

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 January 1, 2022 and shall remain in full force and effect through December 31, 2024.

The parties agree that retroactive application of any contract amendments governing wages and overtime compensation for the period between January 1, 2022 and 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 between January 1, 2022, and the dates of ratification, or (c) permanently left employment as a result of disability between January 1, 2022 and the date of ratification. All other contract amendments other than those changing wages and overtime pay, will be effective on the first payroll period after the signing of the agreement by both parties.

CITY OF REDMOND

TEAMSTERS LOCAL UNION NO. 117/IBT

By: _____



Angela Birney, Mayor

By: _____



John Searcy, Secretary-Treasurer

Date: _____

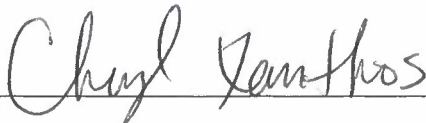
9/20/2022

Date: _____

9.12.22

ATTEST:

By: _____



Cheryl Xanthos, City Clerk

Date: _____

9/20/22

APPENDIX A

PAY PLAN "P" – TEAMSTERS LOCAL UNION 117 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 Teamsters Local Union 117 (hereinafter referred to as "Union").

A.1 Salary Schedule and Adjustments – Salaries set forth in the following schedules (Pay Plan "P") shall be adjusted each year as set forth here:

January 1, 2022 Salary - Effective January 1, 2022, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 6.3% increase for all positions and an additional 4% increase for Sergeants. Retroactive pay shall be applied pursuant to Article 16.1.

2022 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. - Effective Jan. 1, 2022 Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
C1	Police Officer	A	0-12m	\$7,554	\$90,648
		B	13-24m	\$7,758	\$93,096
		C	25-36m	\$8,151	\$97,812
		D	37-48m	\$8,356	\$100,272
		E	49m+	\$8,748	\$104,976
C2	Corporal	A		\$9,623	\$115,476
C5	Sergeant	A	0-12m	\$10,709	\$128,508
		B	13m+	\$11,030	\$132,360

January 1, 2023 Salary - Effective January 1, 2023, the monthly rates of pay for employees covered by this Agreement shall be based on the following. This represents a 7% increase.

2023 PAY PLAN "P" - POLICE OFFICER AND SERGEANT					
Ordinance No. -					
Effective Jan. 1, 2023					
Teamsters Local Union 117					
Grade	Position Title	Step	Duration	Monthly	Annually
C1	Police Officer	A	0-12m	\$8,083	\$96,996
		B	13-24m	\$8,301	\$99,612
		C	25-36m	\$8,722	\$104,664
		D	37-48m	\$8,941	\$107,292
		E	49m+	\$9,360	\$112,320
C2	Corporal	A		\$10,297	\$123,564
C5	Sergeant	A	0-12m	\$11,459	\$137,508
		B	13m+	\$11,802	\$141,624

January 2024 Salary - Effective January 1, 2024, the monthly salaries for employees covered by this Agreement shall be increased by one hundred percent (100%) of the first half annual 2023 Consumer Price Index-W (CPI-W) for Seattle/Tacoma/Bellevue, with a 2% minimum and 5% maximum.

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 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:

Effective January 1, 2022, longevity pay and education premium shall be adjusted as set forth here:

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
	2022	2023+	2022+	2022+
0	--		2.5%	5.0%
5 (Effective the first full month of the 6 th year)	2.0%	2.0%	2.5%	5.0%
10 (Effective the first full month of the 11 th year)	3.0%	3.0%	2.5%	5.0%
15 (Effective the first full month of the 16 th year)	4.0%	4.0%	2.5%	5.0%
20 (Effective the first full month of the 21 st year)	5.0%	5.5%	2.5%	5.0%
25 (Effective the first full month of the 26 th year)	6.0%	6.5%	2.5%	5.0%

*For example, employee hired May 5, 2022: The employee would finish the first five years of service through May 5, 2027, and the longevity premium would be effective June 1, 2027.

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

Employees who receive tuition reimbursement are not eligible to receive the education premium until they have reimbursed the City for the entire tuition reimbursement amount they received.

A.3 Special Assignments

Specialty Assignment*	Increase	Term Year
Officers Assigned to Specialty Units (non-patrol units) Specialty assignments to include detectives, traffic, SRO, recruiting, training, engagement, or others as designated by the Chief of Police.	4% above regular base pay	Up to 5 years, with subsequent two-year extensions.
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: <ol style="list-style-type: none"> receive an additional four percent (4%) of their base pay; one (1) hour each week at their overtime rate if on a 5/8 schedule and one and one half (1.5) hours each week at their overtime rate if on a 4/10 schedule; and one-half (1/2) hour "release time" per regularly scheduled shift for such care and maintenance. 	Up to 5 years, with subsequent two-year extensions.
Corporal	Pay as provided in pay plan.	Up to 5 years, with subsequent two-year extensions.

Collateral Duties*	Increase	Term Year
SWAT CNT Instructor Disciplines: <ul style="list-style-type: none"> - Firearms - DT - EVOC - Active Shooter - Patrol Tactics - Intervention 	4% above regular base pay. Employees assigned more than one of the collateral duties shall be capped at 6% above regular base pay.	Up to 5 years, with subsequent two-year extensions.

*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 and Sergeant are not eligible for special assignment or collateral pay.

A.4 Shift Differential – Effective July 19, 2022, a premium of one percent (1%) will be added to the monthly rate of pay for employees who are assigned to the patrol night shift.

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 Tuition Reimbursement 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 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 TEAMSTERS LOCAL UNION 117 (hereinafter referred to as "Union").

B.1 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:

B.1.1 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.

B.1.2 Interviews of said Police Department employees shall be at a reasonable hour; preference for such time of interviews shall be when the individual is on duty and/or during the daytime; provided, however, that the gravity and exigencies of the investigation shall in all cases control the time of said interview. If prior to or during the interview it is deemed that the employee may be charged with a criminal offense, the employee shall be immediately informed of their constitutional rights.

B.1.3 Interviews shall be held at the Redmond Police Station or City Hall except when this would be impractical. The employees shall be afforded an opportunity and the necessary facilities to contact an attorney and/or Union representative prior to commencement of the interview. The employee's attorney and/or the Union representative may be present during the interview but said attorney and/or Union representative shall not be permitted to participate in the interview. Nothing herein shall in any way restrict the rights of the attorney and/or the Union representative to consult with the employee during the process of the interview.

B.1.4 The interview shall be conducted in the most expeditious manner consistent with the scope and gravity of the subject matter of the interview and the employee shall at all times be given reasonable periods to attend to personal necessities, such as meals, telephone calls to the employee's private attorney and rest periods.

B.1.5 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 interview. No promises or rewards shall be made to the said employee as an inducement to answer questions.

B.1.6 To the mutual benefit of both parties, the interview will generally be recorded, and a copy will be provided to the Union. Within a reasonable period after the conclusion of the investigation and no later than seventy-two (72) hours (not counting Saturday or Sunday) prior to a 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.1.7 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.1.8 When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a public safety statement. Nothing in this section is meant to replace the provisions or requirements of I-940.

B.1.9 All complaints are logged, and all case documentation shall remain confidential within the Internal Affairs Unit/Section and to the Chief. Cases shall become part of the Department Administrative file and the conclusion of sustained findings provided to Human Resources for inclusion in the employee's personnel records. Investigative findings will be retained and destroyed in accordance with minimum record retention requirements.

B.1.10 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.

Drug and Alcohol Policy

B.1.10.1 Policy – The City and the Union recognize that drug use by employees would be a threat to the public welfare, the safety of department personnel, and the public confidence in the Redmond Police Department. Use of illegal substances is unacceptable for a member of the Redmond Police Department and worthy of strong administrative action. It is the goal of this policy to address illegal drug usage through education, rehabilitation of the affected personnel, and other appropriate actions based on the totality of 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.1.10.2 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.1.10.3 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.1.10.4 Sample Collection and Testing – The collection and testing of urine and blood samples shall be performed at a City's identified drug test provider. In the event that collection and testing at the City's identified drug test provider 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 (1/2) 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.

In the event of a positive test result, a split sample shall be reserved. All samples must be stored in

a manner as established by SAMHSA. All positive confirmed samples and related paperwork must be retained for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer.

B.1.10.5 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.1.10.6 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 the City’s identified drug test provider 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.1.10.7 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 the City’s identified drug test provider 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. If the employee believes that the conclusions are in error, the employee may obtain an additional examination at the employee's own expense for consideration. 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.1.10.8 Testing Program Costs – The City shall pay for all costs incurred for the initial 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.1.10.9 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 their 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 their drug problem or alcohol problem. All other violations of this Appendix shall remain a part of the employee's permanent personnel file.

B.1.10.10 Right of Appeal – The employee has the right to challenge the drug or alcohol test and any discipline imposed in the same manner that they may grieve any other City action.

B.1.11 Psychological Evaluations

B.1.11.1 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.1.11.2 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 Department's Medical Release.

B.1.11.2.1 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.1.11.2.2 The Employer will undertake to have the Employer's examining professional make themselves 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.1.11.3 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.1.12 Personnel Records

B.1.12.1 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.1.13 Personnel File Review

B.1.13.1 Each employee's personnel files shall be open for review by the employee.

B.1.13.2 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, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

Brady/Giglio: The City shall adhere to Federal, State, and local laws associated with Brady/ Giglio.

APPENDIX B-1
CONSENT/RELEASE FORM

I consent to the collection and analysis of a urine and/or blood sample by the City's identified drug test provider 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 Teamsters Local Union 117.

If I test positive, I agree to make myself and any requested records available to the City's identified drug test provider 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 Teamsters Local Union 117 any information relating to the test or test results. Further, I understand that my 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

Management Rights

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The City reserves any and all exclusive rights concerning the management and operation of the Department, except as specifically limited in this Agreement. In exercise of such exclusive management right, it is not intended that any other specific provisions of this Agreement providing a particular benefit or perquisite to the covered employees shall be changed, modified, or otherwise affected without concurrence of the Union.

Specific and Exclusive Management Rights. Subject to provisions of this Agreement, the City reserves the following specific and exclusive management rights:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary actions against members for just cause;
- c. To determine the keeping of records;
- d. To establish employment qualifications for new employee applications, to determine the job content and/or job duties of employees and to execute the combination or consolidation of jobs;
- e. To determine the mission, methods, processes, means, policies, and number of personnel necessary for providing service and Department operations, including, but not limited to: determining the increase, diminution, or change of operations in whole or in part, including the introduction of any and all new, improved, automated methods of equipment, and making facility changes;
- f. To control the Department budget, and if deemed appropriate to the City, to implement a reduction in force;
- g. To schedule training, work, and overtime as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety;
- h. To establish reasonable work rules and to modify training;
- i. To approve all employees' vacation and other leaves;
- j. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- k. To manage and operate its departments, except as may be limited by provisions of

this agreement.

Incidental Duties not Always Described. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

Except as provided by this Agreement, the City recognizes its obligation to bargain regarding proposed changes in affecting wages, hours and working conditions under RCW 41.56 during the term of this Agreement.

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES¹

The Union recommends employees take the following steps to protect their jobs²:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
 - a. Ask whether you are free to leave the room if you choose to do so;
 - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
 - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
 - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
 - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

If the Employer denies any or all of you the foregoing requests, the Union recommends that you comply with their demands, including answering their questions. However, you should state that you are doing so only under protest.

¹ These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

² These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS



www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.